

A-13	0117-0152	Payment Demand - First Bank to Reagor
A-14	0154-0189	Payment Demand – First Bank to Dykes
B	0191-0193	Affidavit of Matthew Miller
B-1	0195-0205	Answer of Defendant Rick Dykes to First Bank & Trust's First Set of Requests for Admission
B-2	0207-0224	Defendant Bart Reagor's Responses to Plaintiff First Bank & Trust's First Set of Requests for Admissions
B-3	0226-0294	Oral and Videotaped Deposition of Tim Connor (August 13, 2018)
B-4	0296-0344	Oral and Videotaped Deposition of Rick Dykes (August 13, 2018)
B-5	0346-0361	Answers of Defendant Rick Dykes to First Bank & Trust's First Set of Interrogatories
B-6	0363-0379	Defendant Bart Reagor's Responses and Objections to Plaintiff First Bank & Trust's First Set of Interrogatories

DATED: August 30, 2019

Respectfully submitted,

STINSON, L.L.P.

/s/ Paul B. Lackey

Paul B. Lackey

State Bar. No. 00791061

paul.lackey@stinson.com

Michael P. Aigen

State Bar No. 24012196

michael.aigen@stinson.com

Matthew R. Miller

State Bar No. 24013165

matt.miller@stinson.com

3102 Oak Lawn Avenue, Suite 777

Dallas, Texas 75219-4259

Telephone: (214) 560-2201

Telecopier: (214) 560-2203

**ATTORNEYS FOR PLAINTIFF
FIRST BANK & TRUST**

APP 0002

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was served on all parties or counsel of record via the Court's electronic filing system.

/s/ Paul B. Lackey

Paul B. Lackey

APP 0003

EXHIBIT A

3. On or about September 29, 2017, RAM entered into a Business Loan Agreement (the “RD-Levelland Business Loan Agreement”) with First Bank to obtain a loan for use in renewing RAM’s existing floor plan line of credit at its Levelland location. A true and correct copy of the RD-Levelland Business Loan Agreement is attached as Ex. A-1.

4. On or about September 29, 2017, RAM and First Bank entered into a Promissory Note (the “RD-Levelland Promissory Note”) payable to First Bank in the principal amount of \$1,000,000.00. A true and correct copy of the RD-Levelland Promissory Note is attached as Ex. A-2.

5. On or about September 29, 2017, Defendant Bart Reagor (“Reagor”) executed and delivered to First Bank a continuing Commercial Guaranty (the “RD-Levelland Reagor Commercial Guaranty”). A true and correct copy of the RD-Levelland Reagor Commercial Guaranty is attached as Ex. A-3.

6. On or about September 29, 2017, Defendant Rick Dykes (“Dykes”) executed and delivered to Plaintiff a continuing Commercial Guaranty (the “RD-Levelland Dykes Commercial Guaranty”). A true and correct cop of the RD-Levelland Dykes Commercial Guaranty is attached as Ex. A-4.

7. On or about September 29, 2017, RAM entered into a Business Loan Agreement (the “RD-Imports Business Loan Agreement”) with First Bank to obtain a loan for use in renewing RAM’s existing floor plan line of credit at its Imports location. A true and correct copy of the RD-Imports Business Loan Agreement is attached as Ex. A-5.

8. On or about September 29, 2017, RAM and First Bank entered into a Promissory Note (the “RD-Imports Promissory Note”) payable to First Bank in the principal amount of

\$2,500,000.00. A true and correct copy of the RD-Imports Promissory Note is attached as Ex. A-6.

9. On or about September 29, 2017, Reagor executed and delivered to First Bank a continuing Commercial Guaranty (the "RD-Imports Reagor Commercial Guaranty"). A true and correct copy of the RD-Imports Commercial Guaranty is attached as Ex. A-7.

10. On or about September 29, 2017, Dykes executed and delivered to First Bank a continuing Commercial Guaranty (the "RD-Imports Dykes Commercial Guaranty"). A true and correct copy of the RD-Imports Dykes Commercial Guaranty is attached as Ex. A-8.

11. RAM failed to make all payments under the RD-Levelland Promissory Note and the RD-Imports Promissory Note when due. As of August 15, 2019, \$1,034,521.05¹ remains due and outstanding on the RD-Levelland Promissory Note. A true and correct copy of the floor plan balance statement for RAM's Levelland location as of November 2, 2018, is attached as Ex. A-9. As of August 15, 2019, \$2,237,534.74² remains due and outstanding on the RD-Imports Promissory Note. A true and correct copy of the floor plan balance statement for RAM's Imports location as of November 2, 2018, is attached as Ex. A-10. Despite demand that they do so, Reagor and Dykes have failed to make any payments of those amounts to First Bank.

12. At the request of RAM, First Bank opened and maintained a bank account for the benefit of RAM (the "RAM-First Bank Account"). The RAM-First Bank Account remained open up to and including August 2018.

¹ This amount includes a principal amount of \$966,825.00, plus late fees of \$514.37, interest at the rate of 6.125% per annum through November 2, 2018 of \$20,486.12, and daily interest at the rate of 6.125% per annum of \$164.494531 per day through August 15, 2019.

² This amount includes a principal amount of \$2,090,220.47, plus late fees of \$1,201.50, interest at the rate of 6.125% per annum through November 2, 2019 of \$45,249.09, and daily interest at the rate of 6.125% per annum of \$355.627788 per day through August 15, 2019.

13. Well after the close of business hours on August 1, 2018, Plaintiff received notice of the dishonor and return of 24 checks deposited in the RAM-First Bank Account totaling \$1,190,916.00. Those check numbers, and their amounts, were as follows:

<u>Check Number</u>	<u>Amount</u>	<u>Check Number</u>	<u>Amount</u>
191010	\$37,601.00	191230	\$38,750.00
191005	\$38,123.00	191231	\$39,125.00
191011	\$39,862.00	191232	\$40,217.00
191004	\$39,997.00	191235	\$43,044.00
191003	\$43,444.00	191238	\$44,227.00
191002	\$48,246.00	191237	\$45,668.00
191002	\$53,027.00	191338	\$50,992.00
190444	\$57,246.00	191331	\$51,456.00
190998	\$59,064.00	191328	\$53,998.00
190446	\$59,517.00	191325	\$58,064.00
190448	\$62,391.00	191335	\$60,097.00
190449	\$63,762.00	191334	\$62,998.00

14. Then, on August 3, 2018, First Bank received notice of the return and nonpayment of 10 more checks deposited in the RAM-First Bank Account totaling \$502,908.00. Those check numbers, and their amounts, were as follows:

<u>Check Number</u>	<u>Amount</u>	<u>Check Number</u>	<u>Amount</u>
191374	\$36,332.00	191372	\$37,097.00

191234	\$42,027.00	191337	\$49,077.00
191370	\$53,201.00	191326	\$53,972.00
191336	\$54,025.00	191329	\$57,024.00
191330	\$59,964.00	191375	\$60,189.00

15. Checks written on the RAM-First Bank Account and dishonored resulted in the RAM-First Bank Account being overdrawn by \$1,595,395.83. A true and correct copy of the account statement indicating that the RAM-First Bank Account is overdrawn by \$1,595,395.83, other than my handwritten notes on that account statement, is attached as Ex. A-11.

16. First Bank challenged several checks that were not returned on a timely basis by other banks through the Federal Reserve. A true and correct copy of the challenges filed by First Bank with Federal Reserve report is attached as Ex. A-12. Thereafter, the Federal Reserve credited First Bank \$602,280 in connection with late returns of checks written on the RAM-First Bank Account. After crediting those amounts, and after all lawful offsets and credit, the RAM-First Bank Account remains overdrawn by \$993,115.83.

17. First Bank made demand on all Defendants for payment of the checks that were dishonored. A true and correct copy of the letter from First Bank to Reagor demanding payment is attached as Ex. A-13. A true and correct copy of the letter from First Bank to Dykes demanding payment is attached as Ex. A-14.

18. Despite demand, RAM, Reagor, and Dykes have not made payment of the amount of the \$993,115.83 account shortage.

19. On or about August 1, 2018, several Reagor-Dykes automobile dealerships filed for bankruptcy protection after Ford Motor Credit Co., which provided financing for the

acquisition of vehicles for the Reagor-Dykes dealerships, discovered what Ford Motor Credit Co. claims was one of the largest floor-plan-financing frauds in the history of the United States and declared that those Reagor-Dykes dealerships were in violation of their contracts with Ford Motor Credit Co. On information and belief, Ford Motor Credit then filed suit against several Reagor-Dykes dealerships requesting hundreds of millions of dollars in damages against those Reagor-Dykes dealerships, as well as Reagor, and Dykes.

20. In August 2018, I, on behalf of First Bank, began investigating the status of RAM's inventory at its Levelland and Imports locations (the "Dealerships") in an effort to monitor vehicle sales information and to identify whether RAM was falsely reporting sales data and inventory status. Through this investigation, I have discovered that some of First Bank's collateral has been sold, is missing, or has been double pledged.

21. My analysis included a review of monthly floor plan inspections for the Dealerships and an inspection I personally conducted of the inventory present at each Dealership in August 2018. Based on my analysis, I discovered there were numerous vehicles sold out of trust, others that were simply missing from the floor plan, and others that were double floored.

22. For example, regarding the Levelland location's pledged inventory, I discovered that of the 40 vehicles on the Levelland floor plan, 21 had been sold, but were still floor planned, allowing RAM to continue to obtain financing payments from the First Bank while avoiding and/or delaying paying First Bank the amounts owed to it for the sold inventory. The payoff amount that RAM owes First Bank for these 21 vehicles is \$420,025.00. In addition, 1 vehicle is missing from the floorplan with no explanation as to its location. For this missing vehicle, RAM owes First Bank \$31,750.00. My inspection of the Levelland inventory has also revealed 7 instances of RAM "double flooring" vehicles pledged as collateral to First Bank. In other words, RAM applied for

financing from First Bank and from Ford Motor Credit on those 7 vehicles, thereby obtaining double financing on them.

23. With regard to the pledged inventory at the Imports location, my inspection revealed that of the 101 units on the Imports floor plan, 43 had been sold, but were still floor planned, allowing RAM to continue to obtain financing payments from First Bank while avoiding and/or delaying paying First Bank the amounts owed to it for the sold inventory. The payoff amount that RAM owes First Bank for those 43 vehicles is \$1,084,025.00. My inspection also revealed that 6 of the 101 units are inexplicably missing from the floor plan. For those 6 vehicles, RAM owes First Bank \$69,750.00. I also discovered that 13 vehicles were double floored, thereby allowing RAM to obtain double financing on those vehicles.

24. RAM's false representations regarding the status of the pledged inventory allowed it to avoid and/or delay paying First Bank the amounts it is owed for such inventory. These misrepresentations show that RAM has experienced a material adverse change in its financial condition, giving rise to First Bank's good faith belief that it is insecure under its agreements with RAM.

25. On or about November 2, 2018, RAM filed for bankruptcy in the Northern District of Texas.

26. As a result of these and other events and occurrences, the prospect of payment or performance under the RD-Levelland Business Loan Agreement, RD-Levelland Promissory Note, RD-Imports Business Loan Agreement, and RD-Imports Promissory Note is impaired, and First Bank in good faith believes itself insecure.

27. Despite demand, RAM, Reagor, and Dykes have not made payment of the amounts owed under the RD-Levelland Business Loan Agreement, RD-Levelland Promissory Note, RD-

Levelland Reagor Commercial Guaranty, and RD-Levelland Dykes Commercial Guaranty, nor under the RD-Imports Business Loan Agreement, RD-Imports Promissory Note, RD-Imports Reagor Commercial Guaranty, and RD-Imports Dykes Commercial Guaranty.

28. I have reviewed each of the exhibits attached to this Affidavit. Each of Exhibits A-1 through A-14 are true and correct records that (1) were made at or near the time of the dates of execution reflected on those records; (2) are kept in the usual course of First Bank's regularly conducted business; and (3) the making and keeping of such records is a regular practice of First Bank in the course of its regularly conducted business.

29. As a result of Defendants' failure to pay the amounts owed under the RD-Levelland Business Loan Agreement, RD-Levelland Promissory Note, RD-Levelland Reagor Commercial Guaranty, and RD-Levelland Dykes Commercial Guaranty, the RD-Imports Business Loan Agreement, RD-Imports Promissory Note, RD-Imports Reagor Commercial Guaranty, and RD-Imports Dykes Commercial Guaranty, First Bank has been required to retain attorneys' to prosecute the claims asserted in this lawsuit and the RAM bankruptcy, and to incur attorneys' fees and costs in connection with prosecuting its claims.

Further the affiant sayeth not.

DATED: August 26, 2019

By: Jared Townsend
Jared Townsend

Sworn to and subscribed before me by Jared Townsend on August 26, 2019.



Hannah Baird
Notary Public in and for the State of Texas

EXHIBIT A-1

00000001009818697%0070%09292017%0000000RAA2564

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	09-29-2017	10-01-2018	1009818697	4A / 4B	RAA2564	JET	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing ***** has been omitted due to text length limitations.							

Borrower: Reagor Auto Mall, Ltd., dba Reagor-Dykes of
Levelland (TIN: 20-0275022)
1215 Ave. J
Lubbock, TX 79401

Lender: First Bank & Trust
First Bank & Trust- South
7808 Indiana Ave
Lubbock, TX 79423
(806) 776-0800

THIS BUSINESS LOAN AGREEMENT dated September 29, 2017, is made and executed between Reagor Auto Mall, Ltd., dba Reagor-Dykes of Levelland ("Borrower") and First Bank & Trust ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of September 29, 2017, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until October 1, 2018.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security interests; (4) evidence of insurance as required below; (5) guarantees; (6) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists:

Organization. Borrower is a limited partnership which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Texas. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign limited partnership in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 1215 Ave. J, Lubbock, TX 79401. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's principal office address or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles or agreements of partnership, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral; (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement,

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 1009818597

Page 2

Including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Interim Statements. As soon as available, but in no event later than thirty (30) days after the end of each fiscal quarter, Borrower's balance sheet and profit and loss statement for the period ended, prepared by Borrower in form satisfactory to Lender.

Tax Returns. As soon as available after the applicable filing date for the tax reporting period ended, Borrower's Federal and other governmental tax returns, prepared by a tax professional satisfactory to Lender.

Additional Requirements.

Annual Statements. As soon as available or by September 30th of each fiscal year, Borrower's balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to Lender.

Inventory Listing. As soon as available after the end of each fiscal month, company prepared in form satisfactory to Lender.

Guarantor(s) agrees to furnish Lender with the following:

Annual Statements. As soon as available after the end of each fiscal year, Guarantor's balance sheet and income statement for the year ended, prepared by Guarantor in form satisfactory to Lender.

Tax Returns. As soon as available after the applicable filing date for the tax reporting period ended, Federal and other governmental tax returns, prepared by a tax professional satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Additional Requirements.

Minimum Annual DSCR: 1.00X after distribution debt service coverage ratio required for the companies on a consolidated basis measured quarterly. Failure to meet requirement will result in all related debt increasing to a rate of FB&T base + 3.00%. The DSCR will be calculated as:

Earnings before interest, depreciation, and amortization (EBIDA):

- Partner draws from equity
+ Partner contributions to equity
= Cash flow to service debt
Divided by annual debt service
= Debt Service Coverage Ratio

Maximum Current Ratio: Current ratio required at or above 1.00:1 including re-categorization of owner receivable to long-term assets.

Curements: 10% due at 90 days; 10% due every 30 days thereafter until paid in full

Flooring Fee: \$25 fee per floored item

Monthly Inspections: Monthly inspections of all units.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, and coverages reasonably acceptable to Lender and by insurance companies authorized to transact business in Texas. BORROWER MAY FURNISH THE INSURANCE REQUIRED BY THIS AGREEMENT WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY BORROWER OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Guaranties. Prior to disbursement of any Loan proceeds, furnish executed guaranties of the Loans in favor of Lender, executed by the guarantors named below, on Lender's forms, and in the amounts and under the conditions set forth in those guaranties.

<u>Names of Guarantors</u>	<u>Amounts</u>
Bart Reagor	Unlimited
Rick Dykes	Unlimited

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

APP 0015

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 1009818597

Page 3

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially effect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by Borrower. To the extent permitted by applicable law, all such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution or termination of Borrower's existence as a going business or the death of any partner, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan.

APP 0016

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 1009B18597

Page 4

This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Events Affecting General Partner of Borrower. Any of the preceding events occurs with respect to any general partner of Borrower or any general partner dies or becomes incompetent.

Change in Ownership. The resignation or expulsion of any general partner with an ownership interest of twenty-five percent (25%) or more in Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not preclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

ORIGINAL DOCUMENT. "The parties whose signatures appear below agree that a photographic, photostatic, facsimile, electronic, copy or similar reproduction of this document shall be valid as the original."

CANCELLATION PROVISION. "Notwithstanding anything to the contrary contained in this Loan Agreement or the Related Documents this Loan may be cancelled at any time and for any reason in the sole discretion of Lender and Lender shall have no obligation to make any additional Advances thereafter. Lender shall so notify Borrower of Lender's decision to cancel the loan, which notification shall be immediately effective or effective at the time stated therein if another effective time is stated in the notice. All Advances made prior to the cancellation of the Loan shall remain payable pursuant to the terms of the Loan Agreement and the Related Documents."

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Texas.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Payment of Interest and Fees. Notwithstanding any other provision of this Agreement or any provision of any Related Document, Borrower does not agree or intend to pay, and Lender does not agree or intend to charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for the Loan which would in any way or event (including demand, prepayment, or acceleration) cause Lender to contract for, charge or collect more for the Loan than the maximum Lender would be permitted to charge or collect by any applicable federal or Texas state law. Any such excess interest or unauthorized fee will, instead of anything stated to the contrary, be applied first to reduce the unpaid principal balance of the Loan, and when the principal has been paid in full, be refunded to Borrower.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including

APP 0017

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 1009818597

Page 5

without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Reagor Auto Mall, Ltd., dba Reagor-Dykes of Levelland and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means First Bank & Trust, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated September 29, 2017 and executed by Reagor Auto Mall, Ltd., dba Reagor-Dykes of Levelland in the principal amount of \$1,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of meterleimen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BUSINESS LOAN AGREEMENT
(Continued)

Loan No: 1009818597

Page 6

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED SEPTEMBER 29, 2017.

BORROWER:

REAGOR AUTO MALL, LTD., DBA REAGOR-DYKES OF LEVELLAND

REAGOR AUTO MALL, L.L.C., General Partner of Reagor Auto Mall, Ltd., dba Deeper-Dykes of Levelland

By: Bart Reagor, Manager of Reagor Auto Mall I, L.L.C.

By: Rick Dyer, Manager of Rengor Auto Mall I, L.L.C.

LENDER:

FIRST BANK & TRUST

By: Jared Edward Townsend
Jared Edward Townsend, Senior Vice President

FORM NO. 17-50019 C-11-2-H USA Copyright 1997, 2017. All Rights Reserved. IN JINRAGSANDIA (APPROPRIATE) PLACED IN 43700 94-1

EXHIBIT A-2

000000001009818597%0955%09292017%00000000RAA2564

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	09-29-2017	10-01-2018	1009818597	4A / 46	RAA2564	JET	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Reager Auto Mall, Ltd., dba Reager-Dykes of
Levelland (TIN: 20-0275022)
1215 Ave. J
Lubbock, TX 79401

Lender: First Bank & Trust
First Bank & Trust- South
7806 Indiana Ave
Lubbock, TX 79423
(806) 778-0800

Principal Amount: \$1,000,000.00**Date of Note: September 29, 2017**

PROMISE TO PAY. Reager Auto Mall, Ltd., dba Reager-Dykes of Levelland ("Borrower") promises to pay to First Bank & Trust ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million & 00/100 Dollars (\$1,000,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance or maturity, whichever occurs first.

CHOICE OF USURY CEILING AND INTEREST RATE. The interest rate on this Note has been implemented under the "Weekly Ceiling" as referred to in Sections 303.002 and 303.003 of the Texas Finance Code.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on October 1, 2018. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning November 1, 2017, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Notwithstanding any other provision of this Note, Lender will not charge interest on any undisbursed loan proceeds. No scheduled payment, whether of principal or interest or both, will be due unless sufficient loan funds have been disbursed by the scheduled payment date to justify the payment.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the First Bank & Trust Base Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans and is set by Lender in its sole discretion. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 5.750% per annum. Interest prior to maturity on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 6.125% per annum based on a year of 360 days. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 6.125% per annum or more than (except for any higher default rate or Post Maturity Rate shown below) the lesser of 18.000% per annum or the maximum rate allowed by applicable law. For purposes of this Note, the "maximum rate allowed by applicable law" means the greater of (A) the maximum rate of interest permitted under federal or other law applicable to the indebtedness evidenced by this Note, or (B) the "Weekly Ceiling" as referred to in Sections 303.002 and 303.003 of the Texas Finance Code.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding, unless such calculation would result in a usurious rate, in which case interest shall be calculated on a per diem basis of a year of 365 or 366 days, as the case may be. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, and in no event will Borrower ever be required to pay any unearned interest. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Bank & Trust, 9816 Slide Road Lubbock, TX 79424.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

POST MATURITY RATE. The Post Maturity Rate on this Note is the lesser of (A) the maximum rate allowed by law or (B) 18.000% per annum based on a year of 360 days. Borrower will pay interest on all sums due after final maturity, whether by acceleration or otherwise, at that rate.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution or termination of Borrower's existence as a going business or the death of any partner, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or foreclosure proceeding and if Borrower gives Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Events Affecting General Partner of Borrower. Any of the preceding events occurs with respect to any general partner of Borrower or any general partner dies or becomes incompetent.

Change In Ownership. The resignation or expulsion of any general partner with an ownership interest of twenty-five percent (25%) or more in Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insolvency. Lender in good faith believes itself insecure.

**PROMISSORY NOTE
(Continued)**

Loan No: 1009818597

Page 2

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire indebtedness, including the unpaid principal balance under this Note, all accrued unpaid interest, and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire an attorney to help collect this Note if Borrower does not pay, and Borrower will pay Lender's reasonable attorneys' fees. Borrower also will pay Lender all other amounts Lender actually incurs as court costs, lawful fees for filing, recording, releasing to any public office any instrument securing this Note; the reasonable cost actually expended for repossessing, storing, preparing for sale, and selling any security; and fees for noting a lien on or transferring a certificate of title to any motor vehicle offered as security for this Note, or premiums or identifiable charges received in connection with the sale of authorized insurance.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Texas.

DISHONORED CHECK CHARGE. Borrower will pay a processing fee of \$30.00 if any check given by Borrower to Lender as a payment on this loan is dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a Commercial Security Agreement from Reagor Auto Mall, Ltd., dba Reagor-Dykes of Levelland to First Bank & Trust, dated September 29, 2017, secured by All inventory, together with the following specifically described property: all debtor's inventory of property of every description (specifically including but not limited to) all new and used motor vehicles, which includes but is not limited to automobiles, motorcycles, mobile homes, motor homes, travel trailers, boats, vans, pickups, together with all accessories, attachments, or acccessions related to any of the foregoing collateral hereafter acquired and evidenced by mao and/or title, whether held for rental, lease, sale or use, of whatever nature and whosoever located and all debtor's accounts, accounts receivable, notes receivable, checks, drafts, contract rights and general intangibles of every nature evidencing debtor's right to the payment of monies arising from the sale, leasing, or rental of such inventory items and/or from the performance of debtor of services in connection therewith or related thereto all the foregoing whether now owned or hereafter acquired by debtor and the proceeds and products thereof.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. This revolving line of credit shall not be subject to Ch. 348 of the Texas Finance Code.

ORIGINAL DOCUMENT. "The parties whose signatures appear below agree that a photographic, photostatic, facsimile, electronic, copy or similar reproduction of this document shall be valid as the original."

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the Courts of Lubbock County, Texas. The parties agree that Lubbock County, Texas is the sole and exclusive venue for any lawsuit arising out of this transaction.

CANCELLATION PROVISION. "Notwithstanding any language to the contrary contained herein, the loan represented by this Note may be cancelled at any time and for any reason in the sole discretion of Lender and Lender shall have no obligation to make any additional advances thereafter. Lender shall so notify Borrower of Lender's decision to cancel this loan, which notification shall be immediately effective or effective at the time stated therein if another effective time is stated in the notice. All principal advanced prior to the cancellation of this loan shall continue to accrue interest and shall remain payable pursuant to the terms of this Note."

RENEWAL AND EXTENSION. This Note is given in renewal and extension and not in novation of the following described indebtedness: a Promissory Note #1009818597 from Reagor Auto Mall, Ltd., dba Reagor-Dykes of Levelland to First Bank & Trust, dated August 23, 2016, in the original commitment amount of \$1,000,000.00, with a current principal balance of \$997,000.00.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not effect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Texas (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. The right to accelerate maturity of sums due under this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to charge or collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the loan evidenced by this Note until payment in full so that the rate or amount of interest on account of the loan evidenced hereby does not exceed the applicable usury ceiling. Lender may delay or forego enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, notice of dishonor, notice of intent to accelerate the maturity of this Note, and notice of acceleration of the maturity of this Note. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party, partner, or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

REAGOR AUTO MALL, LTD., DBA REAGOR-DYKES OF LEVELLAND

REAGOR AUTO MALL I, L.L.C., General Partner of Reagor Auto Mall, Ltd., dba Reagor-Dykes of Levelland

By:  **Brad Reagor, Manager of Reagor Auto Mall I, L.L.C.**

By:  **Rick Dykes, Manager of Reagor Auto Mall I, L.L.C.**

EXHIBIT A-3

000000001009818597%0220%09292017%00000000RAA2564

COMMERCIAL GUARANTY

Borrower: Reagor Auto Mall, Ltd., dba Reagor-Dykes of
Lubbock (TIN: 20-0275022)
1215 Ave. J
Lubbock, TX 79401

Lender: First Bank & Trust
First Bank & Trust-South
7806 Indiana Ave
Lubbock, TX 79423
(806) 776-0800

Guarantor: Bart Reagor (SSN: 454-53-7638)
8504 Oxford Ave
Lubbock, TX 79423

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the indebtedness or against any collateral securing the indebtedness, this Guaranty or any other guaranty of the indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, Lender's reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unperfected guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new indebtedness created after actual receipt by Lender of Guarantor's written revocation and Lender's written acknowledgment of receipt. For this purpose and without limitation, the term "new indebtedness" does not include the indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new indebtedness" does not include all or part of the indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the indebtedness. This Guaranty shall bind Guarantor's estate as to the indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the indebtedness remains unpaid and even though the indebtedness may from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening or otherwise affecting Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the indebtedness or any part of the indebtedness, including increases and decreases of the rate of interest on the indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the indebtedness, and exchange, enforce, we've, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorser, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender: (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the indebtedness or in connection with the creation of new or additional

**COMMERCIAL GUARANTY
(Continued)**

Loan No: 1009818597

Page 2

loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor waives all rights of Guarantor under Chapter 43 of the Texas Civil Practice and Remedies Code. Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of: (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debt or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and prior evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

APP 0025

Loan No: 1009818597

**COMMERCIAL GUARANTY
(Continued)**

Page 3

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

Original Document. "The parties whose signatures appear below agree that a photographic, photostatic, facsimile, electronic, copy or similar reproduction of this document shall be valid as the original."

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the Courts of Lubbock County, Texas. The parties agree that Lubbock County, Texas is the sole and exclusive venue for any lawsuit arising out of this Guaranty.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Reagor Auto Mall, Ltd., dba Reagor-Dykes of Levelland and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation Bart Reagor, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means First Bank & Trust, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED SEPTEMBER 29, 2017.

GUARANTOR:

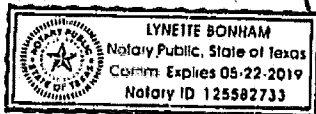
X 
Bart Reagor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Lubbock

I
SS
I

This instrument was acknowledged before me on September 29, 2017 by Bart Reagor.




Notary Public, State of Texas

EXHIBIT A-4



00000001009818597%0220%09292017%00000000RAA2664

COMMERCIAL GUARANTY

Borrower: Reagor Auto Mall, Ltd., dba Reagor-Dykes of
Levelland (TIN: 20-0275022)
1215 Ave. J
Lubbock, TX 79401

Lender: First Bank & Trust
First Bank & Trust-South
7806 Indiana Ave
Lubbock, TX 79423
(808) 776-0800

Guarantor: Rick Dykes (SSN: 467-17-5345)
4705 21st Street
Lubbock, TX 79407

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the indebtedness or against any collateral securing the indebtedness, this Guaranty or any other guaranty of the indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, Lender's reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft, indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinances, consolidate or substitute these debts, liabilities and obligations whether voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unterminted guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new indebtedness created after actual receipt by Lender of Guarantor's written revocation and Lender's written acknowledgment of receipt. For this purpose and without limitation, the term "new indebtedness" does not include the indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new indebtedness" does not include all or part of the indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the indebtedness. This Guaranty shall bind Guarantor's estate as to the indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the indebtedness remains unpaid and even though the indebtedness may from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening or otherwise affecting Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the indebtedness or any part of the indebtedness, including increases and decreases of the rate of interest on the indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the indebtedness, and exchange, enforce, waive, subordinate, fall or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorser, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) the Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the indebtedness or in connection with the creation of new or additional

**COMMERCIAL GUARANTY
(Continued)**

Loan No: 1009818597

Page 2

loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor waives all rights of Guarantor under Chapter 43 of the Texas Civil Practice and Remedies Code. Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of: (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and no oral evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing, and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

APP 0029

Page 3

DocId: 34461411

EXHIBIT A-5

00000004009822988%0070%09292017%0000000RAA2564

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,500,000.00	09-29-2017	10-01-2018	4009822988	4A / 45	RAA2564	JET	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Reagor Auto Mall, Ltd. dba Reagor-Dykes Imports
(TIN: 20-0275022)
1215 Ave J
Lubbock, TX 79401

Lender: First Bank & Trust
First Bank Centre
9816 Sildo Road
Lubbock, TX 79424
(806) 788-0800

THIS BUSINESS LOAN AGREEMENT dated September 29, 2017, is made and executed between Reagor Auto Mall, Ltd. dba Reagor-Dykes Imports ("Borrower") and First Bank & Trust ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of September 29, 2017, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until October 1, 2018.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) guarantees; (6) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists:

Organization. Borrower is a limited partnership which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Texas. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign limited partnership in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 1215 Ave J, Lubbock, TX 79401. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's principal office address or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles or agreements of partnership, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property (tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral; (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement,

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 4009822988

Page 2

including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Interim Statements. As soon as available, but in no event later than thirty (30) days after the end of each fiscal quarter, Borrower's balance sheet and profit and loss statement for the period ended, prepared by Borrower in form satisfactory to Lender.

Tax Returns. As soon as available after the applicable filing date for the tax reporting period ended, Borrower's Federal and other governmental tax returns, prepared by a tax professional satisfactory to Lender.

Additional Requirements.

Annual Statements. As soon as available or by September 30th of each fiscal year, Borrower's balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to Lender.

Inventory Listing. As soon as available after the end of each fiscal month, company prepared in form satisfactory to Lender.

Guarantor(s) agrees to furnish Lender with the following:

Annual Statements. As soon as available after the end of each fiscal year, Guarantor's balance sheet and income statement for the year ended, prepared by Guarantor in form satisfactory to Lender.

Tax Returns. As soon as available after the applicable filing date for the tax reporting period ended, Federal and other governmental tax returns, prepared by a tax professional satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Additional Requirements.

Minimum Annual DSCR: 1.00X after-distribution debt service coverage ratio required for the companies on a consolidated basis measured quarterly. Failure to meet requirement will result in all related debt increasing to a rate of FB&T Base + 3.00%.

The DSCR will be calculated as:

Earnings before interest, depreciation, and amortization (EBIDA):

- Partner draws from equity
+ Partner contributions to equity
= Cash flow to service debt
Divided by annual debt service
= Debt Service Coverage Ratio

Maximum Current Ratio: Current ratio required at or above 1.00:1 including re-categorization of owner receivables to long-term assets

Curtailments: 10% due at 90 days; 10% due every 30 days thereafter until paid in full

Flooring Fee: \$25.00 fee per floored item

Monthly Inspection: Monthly inspections of all units.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, and coverages reasonably acceptable to Lender and by insurance companies authorized to transact business in Texas. **BORROWER MAY FURNISH THE INSURANCE REQUIRED BY THIS AGREEMENT WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY BORROWER OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.** Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insured; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Guarantees. Prior to disbursement of any Loan proceeds, furnish executed guarantees of the Loans in favor of Lender, executed by the guarantors named below, on Lender's forms, and in the amounts and under the conditions set forth in those guarantees.

<u>Names of Guarantors</u>	<u>Amounts</u>
Bart Reager	Unlimited
Rick Dykes	Unlimited

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

APP 0033

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 4009822988

Page 3

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by Borrower. To the extent permitted by applicable law, all such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution or termination of Borrower's existence as a going business or the death of any partner, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan.

APP 0034

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 4009822988

Page 4

This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Events Affecting General Partner of Borrower. Any of the preceding events occurs with respect to any general partner of Borrower or any general partner dies or becomes incompetent.

Change in Ownership. The resignation or expulsion of any general partner with an ownership interest of twenty-five percent (25%) or more in Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

ORIGINAL DOCUMENT. The parties whose signatures appear below agree that a photographic, photostatic, facsimile, electronic, copy or similar reproduction of this document shall be valid as the original.

CANCELLATION PROVISION. Notwithstanding anything to the contrary contained in this Loan Agreement or the Related Documents this Loan may be cancelled at any time and for any reason in the sole discretion of Lender and Lender shall have no obligation to make any additional Advances thereafter. Lender shall so notify Borrower of Lender's decision to cancel the loan, which notification shall be immediately effective or effective at the time stated therein if another effective time is stated in the notice. All Advances made prior to the cancellation of the Loan shall remain payable pursuant to the terms of the Loan Agreement and the Related Documents.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Texas.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Payment of Interest and Fees. Notwithstanding any other provision of this Agreement or any provision of any Related Document, Borrower does not agree or intend to pay, and Lender does not agree or intend to charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for the Loan which would in any way or event (including demand, prepayment, or acceleration) cause Lender to contract for, charge or collect more for the Loan than the maximum Lender would be permitted to charge or collect by any applicable federal or Texas state law. Any such excess interest or unauthorized fee will, instead of anything stated to the contrary, be applied first to reduce the unpaid principal balance of the Loan, and when the principal has been paid in full, be refunded to Borrower.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including

APP 0035

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 4009822988

Page 5

without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Reagor Auto Mall, Ltd. dba Reagor-Dykes Imports and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means First Bank & Trust, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated September 29, 2017 and executed by Reagor Auto Mall, Ltd. dba Reagor-Dykes Imports in the principal amount of \$2,500,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

Loan No: 4009822988

BUSINESS LOAN AGREEMENT
(Continued)

Page 6

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED SEPTEMBER 29, 2017.

BORROWER:

REAGOR AUTO MALL, LTD. DBA REAGOR-DYKES IMPORTS

REAGOR AUTO MALL I, L.L.C., General Partner of Reagor Auto Mall, Ltd. dba Reagor-Dykes Imports

By:


Bart Reagor, Manager of Reagor Auto Mall I, L.L.C.

By:


Rick Dykes, Manager of Reagor Auto Mall I, L.L.C.

LENDER:

FIRST BANK & TRUST

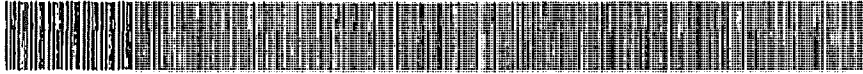
By:


Jared Edward Townsend, Senior Vice President

LoanPro, Ver. 17.3.0.019 Cop. © 2017 by NELA Corporation 1997, 2017. All Rights Reserved. TS 2018/08/28 10:00:00 PM 4

APP 0037

EXHIBIT A-6



000000004009822988%0955%09292017%00000000RAA2564

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call / Coll	Account	Officer	Initials
\$2,500,000.00	09-29-2017	10-01-2018	4009822988	4A / 4B	RAA2564	JET	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: Reagor Auto Mall, Ltd. dba Reagor-Dykes Imports
(TIN: 20-0275022)
1215 Ave J
Lubbock, TX 79401

Lender: First Bank & Trust
First Bank Centre
9816 Slide Road
Lubbock, TX 79424
(806) 788-0800

Principal Amount: \$2,500,000.00**Date of Note: September 29, 2017**

PROMISE TO PAY. Reagor Auto Mall, Ltd. dba Reagor-Dykes Imports ("Borrower") promises to pay to First Bank & Trust ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Million Five Hundred Thousand & 00/100 Dollars (\$2,500,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance or maturity, whichever occurs first.

CHOICE OF USURY CEILING AND INTEREST RATE. The interest rate on this Note has been implemented under the "Weekly Ceiling" as referred to in Sections 303.002 and 303.003 of the Texas Finance Code.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on October 1, 2018. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning November 1, 2017, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Notwithstanding any other provision of this Note, Lender will not charge interest on any undisbursed loan proceeds. No scheduled payment, whether of principal or interest or both, will be due unless sufficient loan funds have been disbursed by the scheduled payment date to justify the payment.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the First Bank & Trust Base Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans and is set by Lender in its sole discretion. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 5.750% per annum. Interest prior to maturity on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 8.125% per annum based on a year of 360 days. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 6.125% per annum or more than (except for any higher default rate or Post Maturity Rate shown below) the lesser of 18.000% per annum or the maximum rate allowed by applicable law. For purposes of this Note, the "maximum rate allowed by applicable law" means the greater of (A) the maximum rate of interest permitted under federal or other law applicable to the indebtedness evidenced by this Note, or (B) the "Weekly Ceiling" as referred to in Sections 303.002 and 303.003 of the Texas Finance Code.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding, unless such calculation would result in a usurious rate, in which case interest shall be calculated on a pro diem basis of a year of 365 or 366 days, as the case may be. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, and in no event will Borrower over be required to pay any unearned interest. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Bank & Trust, 9816 Slide Road Lubbock, TX 79424.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

POST MATURITY RATE. The Post Maturity Rate on this Note is the lesser of (A) the maximum rate allowed by law or (B) 18.000% per annum based on a year of 360 days. Borrower will pay interest on all sums due after final maturity, whether by acceleration or otherwise, at that rate.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution or termination of Borrower's existence as a going business or the death of any partner, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Events Affecting General Partner of Borrower. Any of the preceding events occurs with respect to any general partner of Borrower or any general partner dies or becomes incompetent.

Change in Ownership. The resignation or expulsion of any general partner with an ownership interest of twenty-five percent (25%) or more in Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

PROMISSORY NOTE (Continued)

Loan No: 4009822988

Page 2

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire indebtedness, including the unpaid principal balance under this Note, all accrued unpaid interest, and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire an attorney to help collect this Note if Borrower does not pay, and Borrower will pay Lender's reasonable attorneys' fees. Borrower also will pay Lender all other amounts Lender actually incurs as court costs, lawful fees for filing, recording, releasing to any public office any instrument securing this Note; the reasonable cost actually expended for repossessing, storing, preparing for sale, and selling any security; and fees for noting a lien on or transferring a certificate of title to any motor vehicle offered as security for this Note, or premiums or identifiable charges received in connection with the sale of authorized insurance.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Texas.

DISHONORED CHECK CHARGE. Borrower will pay a processing fee of \$30.00 if any check given by Borrower to Lender as a payment on this loan is dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a Commercial Security Agreement from Reagor Auto Mall Ltd. dba Reagor-Dykes Imports to First Bank & Trust, dated September 29, 2017, secured by All Inventory, together with the following specifically described property: all debtor's inventory of property of every description (specifically including but not limited to) all new and used motor vehicles, which includes but is not limited to automobiles, motorcycles, mobile homes, motor homes, travel trailers, boats, vans, pickups, together with all accessories, attachments, or accessories related to any of the foregoing collateral hereafter acquired and evidenced by motor and/or title, whether held for rental, lease, sale or use, of whatever nature and whosoever located and all debtor's accounts, accounts receivable, notes receivable, checks, drafts, contract rights and general intangibles of every nature evidencing debtor's right to the payment of monies arising from the sale, leasing, or rental of such inventory items and/or from the performance of debtor of services in connection therewith or related thereto all the foregoing whether now owned or hereafter acquired by debtor and the proceeds and products thereof.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. This revolving line of credit shall not be subject to Ch. 346 of the Texas Finance Code.

ORIGINAL DOCUMENT. "The parties whose signatures appear below agree that a photographic, photostatic, facsimile, electronic, copy or similar reproduction of this document shall be valid as the original."

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the Courts of Lubbock County, Texas. The parties agree that Lubbock County, Texas is the sole and exclusive venue for any lawsuit arising out of this transaction.

CANCELLATION PROVISION. "Notwithstanding any language to the contrary contained herein, the loan represented by this Note may be cancelled at any time and for any reason in the sole discretion of Lender and Lender shall have no obligation to make any additional advances thereafter. Lender shall so notify Borrower of Lender's decision to cancel this loan, which notification shall be immediately effective or effective at the time stated therein if another effective time is stated in the notice. A principal advanced prior to the cancellation of this loan shall continue to accrue interest and shall remain payable pursuant to the terms of this Note."

RENEWAL AND EXTENSION. This Note is given in renewal and extension and not in novation of the following described indebtedness: a Promissory Note #409822988 from Reagor Auto Mall, Ltd. dba Reagor-Dykes Imports to First Bank & Trust, dated August 23, 2018, in the original commitment amount of \$2,500,000.00, with a current principal balance of \$2,494,475.00.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount of the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Texas (as applicable). Any such excess interest or unearned fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. The right to accelerate maturity of sums due under this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to charge or collect any acceleration interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the loan evidenced by this Note until payment in full so that the rate or amount of interest on account of the loan evidenced hereby does not exceed the applicable usury ceiling. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive prepayment, demand for payment, notice of dishonor, notice of intent to accelerate the maturity of this Note, and notice of acceleration of the maturity of this Note. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party, partner, or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

REAGOR AUTO MALL, LTD. DBA REAGOR-DYKES IMPORTS

REAGOR AUTO MALL I, L.L.C., General Partner of Reagor Auto Mall, Ltd. dba Reagor-Dykstra Imports

By: Hart Bowdler, Manager of Bowdler Auto Mall I, L.L.C.

By: Rick Dykes, Manager, Reagor Auto Mall I, L.L.C.

EXHIBIT A-7



*00000004009822988*0220*09292017*00000000RAA2564*

COMMERCIAL GUARANTY

Borrower: Reagor Auto Mall, Ltd. dba Reagor-Dykes Imports
(TIN: 20-0275022)
1215 Ave J
Lubbock, TX 79401

Lender: First Bank & Trust
First Bank Centre
9816 Slide Road
Lubbock, TX 79424
(806) 788-0800

Guarantor: Bart Reagor (SSN: 454-53-7636)
8504 Oxford Ave
Lubbock, TX 79423

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, Lender's reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation and Lender's written acknowledgment of receipt. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guaranty or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening or otherwise affecting Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional

**COMMERCIAL GUARANTY
(Continued)**

Loan No: 4009822988

Page 2

loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor waives all rights of Guarantor under Chapter 43 of the Texas Civil Practice and Remedies Code. Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of: (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parole evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed of all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

APP 0043

COMMERCIAL GUARANTY
(Continued)

Loan No: 4009822988

Page 3

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

Original Document. "The parties whose signatures appear below agree that a photographic, photostatic, facsimile, electronic, copy or similar reproduction of this document shall be valid as the original."

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the Courts of Lubbock County, Texas. The parties agree that Lubbock County, Texas is the sole and exclusive venue for any lawsuit arising out of this Guaranty.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Reagor Auto Mall, Ltd. dba Reagor-Dykes Imports and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation Bert Reagor, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

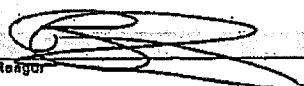
Lender. The word "Lender" means First Bank & Trust, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collaterals, mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED SEPTEMBER 29, 2017.

GUARANTOR:

X 
Bert Reagor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

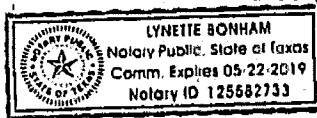
Texas

COUNTY OF

Lubbock

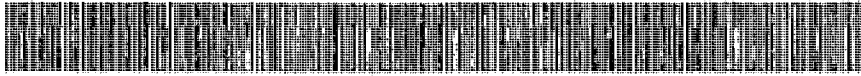
) SS

This instrument was acknowledged before me on September 29, 2017 by Bert Reagor.




Lynette Bonham
Notary Public, State of Texas

EXHIBIT A-8



00000004009822988%0220%09292017%00000000RAA2564

COMMERCIAL GUARANTY

Borrower: Reager Auto Mall, Ltd. dba Reager-Dykes Imports
(TIN: 20-0275022)
1215 Ave J
Lubbock, TX 79401

Lender: First Bank & Trust
First Bank Centre
9818 Slide Road
Lubbock, TX 79424
(806) 788-0800

Guarantor: Rick Dykes (SSN: 467-17-5345)
4705 21st Street
Lubbock, TX 79407

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the indebtedness or against any collateral securing the indebtedness, this Guaranty or any other guaranty of the indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, Lender's reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) effect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new indebtedness created after actual receipt by Lender of Guarantor's written revocation and Lender's written acknowledgment of receipt. For this purpose and without limitation, the term "new indebtedness" does not include the indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new indebtedness" does not include all or part of the indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the indebtedness. This Guaranty shall bind Guarantor's estate as to the indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guaranty or termination of any other guaranty of the indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the indebtedness remains unpaid and even though the indebtedness may from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening or otherwise affecting Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the indebtedness or any part of the indebtedness, including increases and decreases of the rate of interest on the indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way effect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the indebtedness or in connection with the creation of new or additional

**COMMERCIAL GUARANTY
(Continued)**

Loan No: 4009822988

Page 2

loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor waives all rights of Guarantor under Chapter 43 of the Texas Civil Practice and Remedies Code. Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and no oral evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

APP 0047

Page 3

X. Rick Dykos

1

LYNETTE BONHAM
Notary Public, State of Texas
Comm Expires 05-22-2019
Notary ID 125582733

Notary Public, State of Texas

EXHIBIT A-9

fiserv.

Signature from Fiserv

Compute Payoff

Favorites

Information

Help

Logoff

Note number	1009818597
Short name	REAGOR AUTO MALL L
Payoff year base	ACT/360
Payoff good thru	11-02-2018
Payoff Data	
Payoff date	11-02-18
Net payoff	987,825.49
Principal amount	966,825.00
Interest due	20,486.12
Late fees due	514.37
Unpaid insurance	.00
Escrow balance	.00
Payoff interest per day	164.494531
Unapplied funds	.00
Unpaid loan fees	.00
Total of other rebates	.00

APP 0050

EXHIBIT A-10

fiserv.

Signature from Fiserv

Compute Payoff

Favorites

Information

Help

Logoff

Note number	4009622988	Payoff year base	ACT/360
Short name	REAGOR AUTO MALL L	Payoff good thru	11-02-2018
		Payoff Data	
Payoff date			11-02-18
Net payoff			2,137,671.06
Principal amount			2,090,220.47
Interest due			46,249.09
Late fees due			1,201.50
Unpaid insurance			.00
Escrow balance			.00
Payoff interest per day			355.627788
Unapplied funds			.00
Unpaid loan fees			.00
Total of other rebates			.00

APP 0052

EXHIBIT A-11

fiserv.

Signature from Fiserv

Checking Account Inquiry - Prior Statement

3-26-201

Favorite

Information

Help

Logout

Account Number
REAGOR AUTO MALL LTD
1215 AVE J
LUBBOCK TX 79401

12-Trend analysis (Analysis plans) ▾

Balance as of	6-31-18	1,595,395.83
+Dep/CR	1	1,595,395.83
-Chks/DR		.00
-Service charge		.00
+Interest paid		.00
Current balance		.00

Opt	Ps1 Dt Eff Dt	Serial Number	TC Description	Amount Sub Str/Run/Bat/Seq#	Balance
<input type="checkbox"/>	092818		012 BANK DEP TO CLO		.00

1,595,395.83 overdraft -
(602,280) FED Credit late
returns -

993,115.83 total overdraft charge
eff-

APP 0054

EXHIBIT A-12

FAX TO 1-866-333-6633
RCVR: 061000146

F E D E R A L
R E S E R V E



F I N A N C I A L
S E R V I C E S

FRB - FEDLINE CHECK ADJUSTMENTS

ABA #: 111319347
AMOUNT: \$59,064.00
SREF: JLB080518-01
ITYP: LC
DATE: 08/02/2018
RREF:

APP 0056



Federal Reserve Bank Bank's Claim of Late Return

Reference the returned check described below:

Amount (must be \$100 or more)	59064.00
Dated	07/22/2018
Paying Bank	FIRST CAPITAL BANK OF TEXAS
Paying Bank 9 Digit Routing Number	116324201
Paying Bank Location	LUBBOCK, TEXAS
Drawn By (drawer)	REAGOR AUTO MALL, LTD
Payable To (payee)	REAGOR AUTO MALL, LTD
Check Number	190998

We sent this item to:

Bank Name	FRB ATLANTA		
Cash Letter Date	07/27/2018		
Cash Letter Total	6939351.54		
Tape total	682743.97		
Listed between items	48246.00	and	43444.00

We received the check from:

Bank Name	FRB ATLANTA		
Received Date	08/02/2018		
Return Letter / Advice Date ¹	08/02/2018		
Return Letter / Advice Total	1207676.51		
Tape total	1207676.51		
Listed between items	57246.00	and	59517.00
Sequence number (if applicable)	3996372136		

¹ If the Reserve Bank does not receive all of the information requested within two (2) calendar months after the date listed, the Reserve Bank will not accept the claim and the requester will have to deal directly with the paying bank. In addition, the item must have been collected and/or returned through the Federal Reserve check collection system. Knowingly making false statements to influence the action of a Federal Reserve Bank may subject the signing party to criminal penalties under federal and/or state law.


Federal Reserve Bank

Bank's Claim of Late Return

We claim that, according to our records and the data associated with the check, the paying bank did not take all action necessary to recover its payment within the deadline in Regulations J and CC, and we verify that, as to notice of non-payment of the check we received: (CHECK ONE)

<input checked="" type="checkbox"/> Advice by	Method: FAX	Date: 08/02/2018
<input type="checkbox"/> No advice other than the returned check		

Please provisionally credit our account and advise.

Bank Name	FIRSTBANK & TRUST
9 Digit Routing Number	111319347
Name of Bank Contact ²	JONATHAN L BLOXOM
Phone Number of Bank Contact ²	806.776.6843
Authorized Signature	
Date	08/06/2018

²For Payor Bank to request original form and/or original check or original photocopy of check if needed.

1 **Answer: (A)**

One country's failure may be regarded as the standard and not the other direction. The others would be the opposite.

***FEDERAL RESERVE BOARD OF GOVERNORS MEET** **12**

FOR DEPOSIT TO:
Reager Auto Mail Ltd.
Acct # 4016015078

APP 0059

CA1000 - Case Open

Information

Status: SENT
DTS: 8/5/18 9:34:40 PM ET
SNDR: 111319347 - FIRST BANK & TRUST
RCVR: 061000146 - FRB Atlanta
RESP:

Case Information

ITYP: LC - late claim
MTYP: OPEN - open
AMT: 59,064.00
SREF: JLB080518-01
CNTC: JONATHAN BLOXOM
FCL: 061000146 - FRB Atlanta
TCL: 111319347 - FIRST BANK & TRUST
PROD: RTN
CLD1:
TCL1:
COM:

ETYP: CR - credit
RREF:
TELE: 806-776-6843 Ext. 6843
AID:
DTF: F
FCL1:
SEQ1:

Item Identification

CLED: 8/2/18
GID:
IBEF: .00
LAS: .00

CLT: .00
SEQ:
IAFT: .00
SBE: .00

TT: .00
CURR: USA

Item Details

DRBK: -
DPBK: -
MKR:
CKNO:

PYE:
ANO:

For Treasury Items Only

TSYM:
TSER:
DTF(s)
TRCL:

None

APP 0060

FAX TO 1-866-333-6633
RCVR: 061000146

F E D E R A L
R E S E R V E



F I N A N C I A L
S E R V I C E S

FRB - FEDLINE CHECK ADJUSTMENTS

ABA #: 111319347
AMOUNT: \$48,246.00
SREF: JLB080518-02
ITYP: LC
DATE: 08/02/2018
RREF:

APP 0061



Federal Reserve Bank Bank's Claim of Late Return

Reference the returned check described below:

Amount (must be \$100 or more)	48246.00
Dated	07/22/2018
Paying Bank	FIRST CAPITAL BANK OF TEXAS
Paying Bank 9 Digit Routing Number	116324201
Paying Bank Location	LUBBOCK, TEXAS
Drawn By (drawer)	REAGOR AUTO MALL, LTD
Payable To (payee)	REAGOR AUTO MALL, LTD
Check Number	191002

We sent this item to:

Bank Name	FRB ATLANTA		
Cash Letter Date	07/27/2018		
Cash Letter Total	6939351.54		
Tape total	682743.97		
Listed between items	164.26	and	59064.00

We received the check from:

Bank Name	FRB ATLANTA		
Received Date	08/02/2018		
Return Letter / Advice Date ¹	08/02/2018		
Return Letter / Advice Total	1207676.51		
Tape total	1207676.51		
Listed between items	43444.00	and	53027.00
Sequence number (if applicable)	3996372120		


¹ If the Reserve Bank does not receive all of the information requested within two (2) calendar months after the date listed, the Reserve Bank will not accept the claim and the requester will have to deal directly with the paying bank. In addition, the item must have been collected and/or returned through the Federal Reserve check collection system. Knowingly making false statements to influence the action of a Federal Reserve Bank may subject the signing party to criminal penalties under federal and/or state law.

Federal Reserve Bank Bank's Claim of Late Return

We claim that, according to our records and the data associated with the check, the paying bank did not take all action necessary to recover its payment within the deadline in Regulations J and CC, and we verify that, as to notice of non-payment of the check we received: (CHECK ONE)

<input checked="" type="checkbox"/> Advice by	Method: FAX	Date: 08/02/2018
<input type="checkbox"/> No advice other than the returned check		

Please provisionally credit our account and advise.

Bank Name	FIRSTBANK & TRUST
9 Digit Routing Number	111319347
Name of Bank Contact ²	JONATHAN L BLOXOM
Phone Number of Bank Contact ²	806.776.6843
Authorized Signature	
Date	08/06/2018

² For Payor Bank to request original form and/or original check or original photocopy of check if needed.

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 647-7771 FAX: (806) 647-7773
www.reagorauto.com

FIRST CAPITAL BANK OF TEXAS 68-24207163 CHECK# 191002
LUBBOCK, TX 79401

191002

PAY **FORTY EIGHT THOUSAND TWO HUNDRED FORTY SIX DOLLARS AND 00/100**

DATE	AMOUNT
07/28/18	\$48,246.00

VOID AFTER 180 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

[Signature]
AUTHORIZED SIGNATURE

⑆191002⑆ ⑆116324201⑆ 050003144⑆



10771860061500 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

FOR DEPOSIT ONLY
REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK, TX 79401

For Deposit to:
Reagor Auto Mall Ltd
Acct# 4016015975

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000615	678310770000615
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$48,246.00	\$48,246.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000615	3996372120
Previous Item Amount	\$164.26	\$43,444.00
Next Item Amount	\$59,064.00	\$53,027.00

CA1000 - Case Open

Information

Status: SENT
DTS: 8/5/18 9:36:28 PM ET
SNDR: 111319347 - FIRST BANK & TRUST
RCVR: 061000146 - FRB Atlanta
RESP:

Case Information

ITYP: LC - late claim
MTYP: OPEN - open
AMT: 48,246.00
SREF: JLB080518-02
CNTC: JONATHAN BLOXOM
FCL: 061000146 - FRB Atlanta
TCL: 111319347 - FIRST BANK & TRUST
PROD: RTN
CLD1:
TCL1:
COM:

ETYP: CR - credit
RREF:
TELE: 806-776-6843 Ext. 6843
AID:
DTF: F
FCL1:
SEQ1:

Item Identification

CLED: 8/2/18
GID:
IBEF: .00
LAS: .00

CLT: .00
SEQ:
IAFT: .00
SBE: .00

TT: .00
CURR: USA

Item Details

DRBK: -
DPBK: -
MKR:
CKNO:

PYE:
ANO:

For Treasury Items Only

TSYM:
TSER:

DTF(s)

TRCL:

None

APP 0065

FAX TO 1-866-333-6633

RCVR: 061000146

F E D E R A L
R E S E R V E



F I N A N C I A L
S E R V I C E S

FRB - FEDLINE CHECK ADJUSTMENTS

ABA #: 111319347
AMOUNT: \$43,444.00
SREF: JLB080518-03
ITYP: LC
DATE: 08/02/2018
RREF:

APP 0066



Federal Reserve Bank Bank's Claim of Late Return

Reference the returned check described below:

Amount (must be \$100 or more)	43444.00
Dated	07/22/2018
Paying Bank	FIRST CAPITAL BANK OF TEXAS
Paying Bank 9 Digit Routing Number	116324201
Paying Bank Location	LUBBOCK, TEXAS
Drawn By (drawer)	REAGOR AUTO MALL, LTD
Payable To (payee)	REAGOR AUTO MALL, LTD
Check Number	191003

We sent this item to:

Bank Name	FRB ATLANTA		
Cash Letter Date	07/27/2018		
Cash Letter Total	6939351.54		
Tape total	682743.97		
Listed between items	59064.00	and	39997.00

We received the check from:

Bank Name	FRB ATLANTA		
Received Date	08/02/2018		
Return Letter / Advice Date ¹	08/02/2018		
Return Letter / Advice Total	1207676.51		
Tape total	1207676.51		
Listed between items	39997.00	and	48246.00
Sequence number (if applicable)	3996372109		


¹ If the Reserve Bank does not receive all of the information requested within two (2) calendar months after the date listed, the Reserve Bank will not accept the claim and the requester will have to deal directly with the paying bank. In addition, the item must have been collected and/or returned through the Federal Reserve check collection system. Knowingly making false statements to influence the action of a Federal Reserve Bank may subject the signing party to criminal penalties under federal and/or state law.

Federal Reserve Bank Bank's Claim of Late Return

We claim that, according to our records and the data associated with the check, the paying bank did not take all action necessary to recover its payment within the deadline in Regulations J and CC, and we verify that, as to notice of non-payment of the check we received: (CHECK ONE)

<input checked="" type="checkbox"/> Advice by	Method: FAX	Date: 08/02/2018
<input type="checkbox"/> No advice other than the returned check		

Please provisionally credit our account and advise.

Bank Name	FIRSTBANK & TRUST
9 Digit Routing Number	111319347
Name of Bank Contact ²	JONATHAN L BLOXOM
Phone Number of Bank Contact ²	806.776.6843
Authorized Signature	
Date	08/06/2018

² For Payor Bank to request original form and/or original check or original photocopy of check if needed.

Check21 Fed Lookup Information

1311 19th STREET
LUBBOCK, TX 79401
PHONE: (806) 487-7771
FAX: (806) 487-7773
www.reagorauto.com

FIRST CAPITAL BANK
OF TEXAS
LUBBOCK, TX 79401

88-24201163 CHECK# 191003

191003

PAY **FORTY THREE THOUSAND FOUR HUNDRED FORTY FOUR DOLLARS AND 00/100**

DATE 07/26/18 AMOUNT \$43,444.00

VOID AFTER 720 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

[Signature]
AUTHORIZED SIGNATURE

191003 07262018 050003444

10771860061700 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

DISPOSER HERE

For Deposit to:
Reagor Auto Mall Ltd
Acct# 4016015978

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000617	678310770000617
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$43,444.00	\$43,444.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000617	3996372109
Previous Item Amount	\$59,064.00	\$39,997.00
Next Item Amount	\$39,997.00	\$48,246.00

CA1000 - Case Open

Information

Status: SENT
DTS: 8/5/18 9:40:41 PM ET
SNDR: 111319347 - FIRST BANK & TRUST
RCVR: 061000146 - FRB Atlanta
RESP:

Case Information

ITYP: LC - late claim
MTYP: OPEN - open
AMT: 43,444.00
SREF: JLB080518-03
CNTC: JONATHAN BLOXOM
FCL: 061000146 - FRB Atlanta
TCL: 111319347 - FIRST BANK & TRUST
PROD: RTN
CLD1:
TCL1:
COM:

ETYP: CR - credit
RREF:
AID:
TELE: 806-776-6843 Ext. 6843
DTF: F
FCL1:
SEQ1:

Item Identification

CLED: 8/2/18
GID:
IBEF: .00
LAS: .00

CLT: .00
SEQ:
IAFT: .00
SBE: .00

TT: .00
CURR: USA

Item Details

DRBK: -
DPBK: -
MKR:
CKNO:

PYE:
ANO:

For Treasury Items Only

TSYM:
TSER:
DTF(s)

TRCL:

None

APP 0070

FAX TO 1-866-333-6633
RCVR: 061000146

F E D E R A L
R E S E R V E



F I N A N C I A L
S E R V I C E S

FRB - FEDLINE CHECK ADJUSTMENTS

ABA #: 111319347
AMOUNT: \$63,762.00
SREF: JLB080518-04
ITYP: LC
DATE: 08/02/2018
RREF:

APP 0071



Federal Reserve Bank Bank's Claim of Late Return

4

Reference the returned check described below:

Amount (must be \$100 or more)	63762.00
Dated	07/22/2018
Paying Bank	REAGOR AUTO MALL LTD First Capital Bank of Texas
Paying Bank 9 Digit Routing Number	116324201
Paying Bank Location	LUBBOCK, TEXAS
Drawn By (drawer)	REAGOR AUTO MALL, LTD
Payable To (payee)	REAGOR AUTO MALL, LTD
Check Number	190449

We sent this item to:

Bank Name	FRD ATLANTA		
Cash Letter Date	07/27/2018		
Cash Letter Total	6939351.54		
Tape total	682743.97		
Listed between items	62391.00	and	500.00

We received the check from:

Bank Name	FRB ATLANTA		
Received Date	08/02/2018		
Return Letter / Advice Date ¹	08/02/2018		
Return Letter / Advice Total	1207676.51		
Tape total	1207676.51		
Listed between items	27.00	and	1639.18
Sequence number (if applicable)	3996368075		

¹ If the Reserve Bank does not receive all of the information requested within two (2) calendar months after the date listed, the Reserve Bank will not accept the claim and the requester will have to deal directly with the paying bank. In addition, the item must have been collected and/or returned through the Federal Reserve check collection system. Knowingly making false statements to influence the action of a Federal Reserve Bank may subject the signing party to criminal penalties under federal and/or state law.


APP 0072

Federal Reserve Bank Bank's Claim of Late Return

We claim that, according to our records and the data associated with the check, the paying bank did not take all action necessary to recover its payment within the deadline in Regulations J and CC, and we verify that, as to notice of non-payment of the check we received: (CHECK ONE)

<input checked="" type="checkbox"/> Advice by	Method: FAX	Date: 08/02/2018
<input type="checkbox"/> No advice other than the returned check		

Please provisionally credit our account and advise.

Bank Name	FIRSTBANK & TRUST
9 Digit Routing Number	111319347
Name of Bank Contact ²	JONATHAN L BLOXOM
Phone Number of Bank Contact ²	806.776.6843
Authorized Signature	
Date	08/06/2018

²For Payor Bank to request original form and/or original check or original photocopy of check if needed

2550
210.11

✓

Check21 Fed Lookup Information

reagor 1211 19th STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7775

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401

CHECK# 190449 190449

PAY **SIXTY THREE THOUSAND SEVEN HUNDRED SIXTY TWO DOLLARS AND 00/100**

DATE 07/22/18 AMOUNT \$63,762.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD 1211 19TH ST LUBBOCK TX 79401

190449 0116324201 050003144

10771860062600 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

ENCLOSURE HERE

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

SOR

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000626	678310770000626
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$63,762.00	\$63,762.00
Created Time	07/27/2018 21:01	08/02/2018 08:35
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000626	3996368075
Previous Item Amount	\$62,391.00	\$27.00
Next Item Amount	\$500.00	\$1,639.18

CA1000 - Case Open

Information

Status: SENT
DTS: 8/5/18 9:42:47 PM ET
SNDR: 111319347 - FIRST BANK & TRUST
RCVR: 061000146 - FRB Atlanta
RESP:

Case Information

ITYP: LC - late claim
MTYP: OPEN - open
AMT: 63,762.00 **ETYP:** CR - credit
SREF: JLB080518-04 **RREF:** **AID:**
CNTC: JONATHAN BLOXOM **TELE:** 806-776-6843 Ext. 6843
FCL: 061000146 - FRB Atlanta
TCL: 111319347 - FIRST BANK & TRUST
PROD: RTN **DTF:** F
CLD1: **FCL1:**
TCL1: **SEQ1:**
COM:

Item Identification

CLED: 8/2/18 **CLT:** .00 **TT:** .00
GID: **SEQ:**
IBEF: .00 **IAFT:** .00
LAS: .00 **SBE:** .00 **CURR:** USA

Item Details

DRBK: -
DPBK: -
MKR: **PYE:**
CKNO: **ANO:**

For Treasury Items Only

TSYM: **TSER:** **TRCL:**

DTF(s)

None

FAX TO 1-866-333-6633
RCVR: 061000146

F E D E R A L
R E S E R V E



F I N A N C I A L
S E R V I C E S

FRB - FEDLINE CHECK ADJUSTMENTS

ABA #: 111319347
AMOUNT: \$62,391.00
SREF: JLB080518-05
ITYP: LC
DATE: 08/02/2018
RREF:

APP 0076



Federal Reserve Bank Bank's Claim of Late Return

5

Reference the returned check described below:

Amount (must be \$100 or more)	62391.00
Dated	07/22/2018
Paying Bank	REAGOR AUTO MALL LTD <i>First Capital Bank of Texas</i>
Paying Bank 9 Digit Routing Number	116324201
Paying Bank Location	LUBBOCK, TEXAS
Drawn By (drawer)	REAGOR AUTO MALL, LTD
Payable To (payee)	REAGOR AUTO MALL, LTD
Check Number	190448

We sent this item to:

Bank Name	FRB ATLANTA		
Cash Letter Date	07/27/2018		
Cash Letter Total	6939351.54		
Tape total	682743.97		
Listed between items	59517.00	and	63762.00

We received the check from:

Bank Name	FRB ATLANTA		
Received Date	08/02/2018		
Return Letter / Advice Date ¹	08/02/2018		
Return Letter / Advice Total	1207676.51		
Tape total	1207676.51		
Listed between items	59517.00	and	7290.91
Sequence number (if applicable)	3996372148		

¹ If the Reserve Bank does not receive all of the information requested within two (2) calendar months after the date listed, the Reserve Bank will not accept the claim and the requester will have to deal directly with the paying bank. In addition, the item must have been collected and/or returned through the Federal Reserve check collection system. Knowingly making false statements to influence the action of a Federal Reserve Bank may subject the signing party to criminal penalties under federal and/or state law.


APP 0077

Federal Reserve Bank Bank's Claim of Late Return

We claim that, according to our records and the data associated with the check, the paying bank did not take all action necessary to recover its payment within the deadline in Regulations J and CC, and we verify that, as to notice of non-payment of the check we received: (CHECK ONE)

<input checked="" type="checkbox"/> Advice by	Method: FAX	Date: 08/02/2018
<input type="checkbox"/> No advice other than the returned check		

Please provisionally credit our account and advise.

Bank Name	FIRSTBANK & TRUST
9 Digit Routing Number	111319347
Name of Bank Contact ²	JONATHAN L BLOXOM
Phone Number of Bank Contact ²	806.776.6843
Authorized Signature	
Date	08/06/2018

² For Payor Bank to request original form and/or original check or original photocopy of check if needed

Check21 Fed Lookup Information

R reagor (211 19th STREET LUBBOCK, TX 79401) FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 88-2420/1183 CHECK# 190448 190448

PAY **SIXTY TWO THOUSAND THREE HUNDRED NINETY ONE DOLLARS AND 00/100**

DATE 07/22/18 AMOUNT \$62,391.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD 1211 19TH ST LUBBOCK TX 79401

190448 01163242018 0500031448

FD

United States Department of the Treasury
Federal Reserve System
Check 21 (Regulation CC) - Final Rule
Effective 10/1/2012

Check 21 is a Federal Reserve System regulation that requires all financial institutions to accept for cashing or depositing any check that is payable to cash or to an account at the institution, regardless of whether the check is payable to cash or to an account at the institution, and regardless of whether the check is payable to cash or to an account at the institution.

Check 21 also requires all financial institutions to accept for cashing or depositing any check that is payable to cash or to an account at the institution, regardless of whether the check is payable to cash or to an account at the institution, and regardless of whether the check is payable to cash or to an account at the institution.

Check 21 also requires all financial institutions to accept for cashing or depositing any check that is payable to cash or to an account at the institution, regardless of whether the check is payable to cash or to an account at the institution, and regardless of whether the check is payable to cash or to an account at the institution.

10771860062500 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

PROCESSED HERE

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

DO NOT WRITE, STAMP, OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000625	678310770000625
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$62,391.00	\$62,391.00
Created Time	07/27/2018 21:01	08/02/2018 08:35
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000625	3996372148
Previous Item Amount	\$59,517.00	\$59,517.00
Next Item Amount	\$63,762.00	\$7,290.91

CA1000 - Case Open

Information

Status: SENT
DTS: 8/5/18 9:48:10 PM ET
SNDR: 111319347 - FIRST BANK & TRUST
RCVR: 061000146 - FRB Atlanta
RESP:

Case Information

ITYP: LC - late claim
MTYP: OPEN - open
AMT: 62,391.00 **ETYP:** CR - credit
SREF: JLB080518-05 **RREF:** **AID:**
CNTC: JONATHAN BLOXOM **TELE:** 806-776-6843 Ext. 6843
FCL: 061000146 - FRB Atlanta
TCL: 111319347 - FIRST BANK & TRUST
PROD: RTN **DTF:** F
CLD1: **FCL1:**
TCL1: **SEQ1:**
COM:

Item Identification

CLED: 8/2/18 **CLT:** .00 **TT:** .00
GID: **SEQ:**
IBEF: .00 **IAFT:** .00
LAS: .00 **SBE:** .00 **CURR:** USA

Item Details

DRBK: -
DPBK: -

MKR: **PYE:**
CKNO: **ANO:**

For Treasury Items Only

TSYM: **TSER:** **TRCL:**
DTF(s)

None

APP 0080

FAX TO 1-866-333-6633

RCVR: 061000146

F E D E R A L
R E S E R V E



F I N A N C I A L
S E R V I C E S

FRB - FEDLINE CHECK ADJUSTMENTS

ABA #: 111319347
AMOUNT: \$59,517.00
SREF: JLB080518-06
ITYP: LC
DATE: 08/02/2018
RREF:

APP 0081



Federal Reserve Bank Bank's Claim of Late Return

6

Reference the returned check described below:

Amount (must be \$100 or more)	59517.00
Dated	07/22/2018
Paying Bank	REAGOR AUTO MALL LTD <i>First Capital Bank of Texas</i>
Paying Bank 9 Digit Routing Number	116324201
Paying Bank Location	LUBBOCK, TEXAS
Drawn By (drawer)	REAGOR AUTO MALL, LTD
Payable To (payee)	REAGOR AUTO MALL, LTD
Check Number	190446

We sent this item to:

Bank Name	FRB ATLANTA		
Cash Letter Date	07/27/2018		
Cash Letter Total	6939351.54		
Tape total	682743.97		
Listed between items	57246.00	and	62391.00

We received the check from:

Bank Name	FRB ATLANTA		
Received Date	08/02/2018		
Return Letter / Advice Date ¹	08/02/2018		
Return Letter / Advice Total	1207676.51		
Tape total	1207676.51		
Listed between items	59064.00	and	62391.00
Sequence number (if applicable)	3996372140		

¹ If the Reserve Bank does not receive all of the information requested within two (2) calendar months after the date listed, the Reserve Bank will not accept the claim and the requester will have to deal directly with the paying bank. In addition, the item must have been collected and/or returned through the Federal Reserve check collection system. Knowingly making false statements to influence the action of a Federal Reserve Bank may subject the signing party to criminal penalties under federal and/or state law.


APP 0082

Federal Reserve Bank Bank's Claim of Late Return

We claim that, according to our records and the data associated with the check, the paying bank did not take all action necessary to recover its payment within the deadline in Regulations J and CC, and we verify that, as to notice of non-payment of the check we received: (CHECK ONE)

<input checked="" type="checkbox"/> Advice by	Method: FAX	Date: 08/02/2018
<input type="checkbox"/> No advice other than the returned check		

Please provisionally credit our account and advise.

Bank Name	FIRSTBANK & TRUST
9 Digit Routing Number	111319347
Name of Bank Contact ²	JONATHAN L BLOXOM
Phone Number of Bank Contact ²	806.776.6843
Authorized Signature	
Date	08/06/2018

² For Payor Bank to request original form and/or original check or original photocopy of check if needed

Check21 Fed Lookup Information

R reagor 1311 19th STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7775

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79411 88-24201163 CHECK# 190448 190446

PAY **FIFTY NINE THOUSAND FIVE HUNDRED SEVENTEEN DOLLARS AND 00/100**

DATE 07/22/18 AMOUNT \$59,517.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD 1211 19TH ST LUBBOCK TX 79401

[Signature]
AUTHORIZED SIGNATURE

⑈190446⑈ ⑆116324201⑆ 050003144⑈



10771860062400 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

For Deposit to:
Reagor Auto Mall Ltd
ACCT# 4015015978

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
REAGOR AUTO MALL LTD

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000624	678310770000624
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$59,517.00	\$59,517.00
Created Time	07/27/2018 21:01	08/02/2018 08:35
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000624	3996372140
Previous Item Amount	\$57,246.00	\$59,064.00
Next Item Amount	\$62,391.00	\$62,391.00

CA1000 - Case Open**Information**

Status: SENT
DTS: 8/5/18 9:49:08 PM ET
SNDR: 111319347 - FIRST BANK & TRUST
RCVR: 061000146 - FRB Atlanta
RESP:

Case Information

ITYP: LC - late claim
MTYP: OPEN - open
AMT: 59,517.00 **ETYP:** CR - credit
SREF: JLB080518-06 **RREF:** **AID:**
CNTC: JONATHAN BLOXOM **TELE:** 806-776-6843 Ext. 6843
FCL: 061000146 - FRB Atlanta
TCL: 111319347 - FIRST BANK & TRUST
PROD: RTN **DTF:** F
CLD1: **FCL1:**
TCL1: **SEQ1:**
COM:

Item Identification

CLED: 8/2/18 **CLT:** .00 **TT:** .00
GID: **SEQ:**
IBEF: .00 **IAFT:** .00
LAS: .00 **SBE:** .00 **CURR:** USA

Item Details

DRBK: -
DPBK: -
MKR:
CKNO:

PYE:
ANO:

For Treasury Items Only

TSYM: **TSER:** **TRCL:**

DTF(s)

None

APP 0085

FAX TO 1-866-333-6633

RCVR: 061000146

F E D E R A L
R E S E R V E



F I N A N C I A L
S E R V I C E S

FRB - FEDLINE CHECK ADJUSTMENTS

ABA #: 111319347
AMOUNT: \$57,246.00
SREF: JLB080518-07
ITYP: LC
DATE: 08/02/2018
RREF:

APP 0086



Federal Reserve Bank Bank's Claim of Late Return

1

Reference the returned check described below:

Amount (must be \$100 or more)	57246.00
Dated	07/22/2018
Paying Bank	REAGOR AUTO MALL LTD <i>First Capital Bank of Texas</i>
Paying Bank 9 Digit Routing Number	116324201
Paying Bank Location	LUBBOCK, TEXAS
Drawn By (drawer)	REAGOR AUTO MALL, LTD
Payable To (payee)	REAGOR AUTO MALL, LTD
Check Number	190444

We sent this item to:

Bank Name	FRB ATLANTA		
Cash Letter Date	07/27/2018		
Cash Letter Total	6939351.54		
Tape total	682743.97		
Listed between items	39562.00	and	59517.00

We received the check from:

Bank Name	FRB ATLANTA		
Received Date	08/02/2018		
Return Letter / Advice Date ¹	08/02/2018		
Return Letter / Advice Total	1207676.51		
Tape total	1207676.51		
Listed between items	53027.00	and	59064.00
Sequence number (if applicable)	6996372132		

¹ If the Reserve Bank does not receive all of the information requested within two (2) calendar months after the date listed, the Reserve Bank will not accept the claim and the requester will have to deal directly with the paying bank. In addition, the item must have been collected and/or returned through the Federal Reserve check collection system. Knowingly making false statements to influence the action of a Federal Reserve Bank may subject the signing party to criminal penalties under federal and/or state law.


APP 0087

Federal Reserve Bank Bank's Claim of Late Return

We claim that, according to our records and the data associated with the check, the paying bank did not take all action necessary to recover its payment within the deadline in Regulations J and CC, and we verify that, as to notice of non-payment of the check we received: (CHECK ONE)

<input checked="" type="checkbox"/> Advice by	Method: FAX	Date: 08/02/2018
<input type="checkbox"/> No advice other than the returned check		

Please provisionally credit our account and advise.

Bank Name	FIRSTBANK & TRUST
9 Digit Routing Number	111319347
Name of Bank Contact ²	JONATHAN L BLOXOM
Phone Number of Bank Contact ²	806.776.6843
Authorized Signature	
Date	08/06/2018

²For Payor Bank to request original form and/or original check or original photocopy of check if needed.

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 647-7771 FAX: (806) 647-7773

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 88-24201183 CHECK# 190444

190444

PAY **FIFTY SEVEN THOUSAND TWO HUNDRED FORTY SIX DOLLARS AND 00/100**

DATE 07/22/18 AMOUNT \$57,246.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

190444 11163242018 050003144

Using this on the back of the check, you can verify the check's authenticity. To do this, simply enter the check number and the check's expiration date into the system. The system will then tell you if the check is authentic or not.

Check Number: 190444
Expiration Date: 07/22/18

Result: Authentic

10771860062300 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

For Deposit to:
Reagor Auto Mall Ltd
Acct# 4016015978

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000623	678310770000623
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$57,246.00	\$57,246.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000623	3996372132
Previous Item Amount	\$39,862.00	\$53,027.00
Next Item Amount	\$59,517.00	\$59,064.00

CA1000 - Case Open

Information

Status: SENT
DTS: 8/5/18 9:50:10 PM ET
SNDR: 111319347 - FIRST BANK & TRUST
RCVR: 061000146 - FRB Atlanta
RESP:

Case Information

ITYP: LC - late claim
MTYP: OPEN - open
AMT: 57,246.00
ETYP: CR - credit
SREF: JLB080518-07
RREF:
AID:
CNTC: JONATHAN BLOXOM
TELE: 806-776-6843 Ext. 6843
FCL: 061000146 - FRB Atlanta
TCL: 111319347 - FIRST BANK & TRUST
PROD: RTN
DTF: F
CLD1:
FCL1:
TCL1:
SEQ1:
COM:

Item Identification

CLED: 8/2/18
CLT: .00
TT: .00
GID:
SEQ:
IBEF: .00
IAFT: .00
LAS: .00
SBE: .00
CURR: USA

Item Details

DRBK: -
DPBK: -
MKR:
CKNO:

PYE:
ANO:

For Treasury Items Only

TSYM:
TSER:
TRCL:

DTF(s)

None

APP 0090

FAX TO 1-866-333-6633

RCVR: 061000146

F E D E R A L
R E S E R V E



F I N A N C I A L
S E R V I C E S

FRB - FEDLINE CHECK ADJUSTMENTS

ABA #: 111319347
AMOUNT: \$39,862.00
SREF: JLB080518-08
ITYP: LC
DATE: 08/02/2018
RREF:

APP 0091

8

**Federal Reserve Bank
Bank's Claim of Late Return**

Reference the returned check described below:

Amount (must be \$100 or more)	39862.00
Dated	07/22/2018
Paying Bank	REAGOR AUTO MALL LTD <i>First Capital Bank of Texas</i>
Paying Bank 9 Digit Routing Number	116324201
Paying Bank Location	LUBBOCK, TEXAS
Drawn By (drawer)	REAGOR AUTO MALL, LTD
Payable To (payee)	REAGOR AUTO MALL, LTD
Check Number	191011

We sent this item to:

Bank Name	FRB ATLANTA		
Cash Letter Date	07/27/2018		
Cash Letter Total	6939351.54		
Tape total	682743.97		
Listed between items	37601.00	and	57246.00

We received the check from:

Bank Name	FRB ATLANTA		
Received Date	08/02/2018		
Return Letter / Advice Date ¹	08/02/2018		
Return Letter / Advice Total	1207676.51		
Tape total	1207676.51		
Listed between items	38123.00	and	39997.00
Sequence number (if applicable)	3996372101		

¹ If the Reserve Bank does not receive all of the information requested within two (2) calendar months after the date listed, the Reserve Bank will not accept the claim and the requester will have to deal directly with the paying bank. In addition, the item must have been collected and/or returned through the Federal Reserve check collection system. Knowingly making false statements to influence the action of a Federal Reserve Bank may subject the signing party to criminal penalties under federal and/or state law.


APP 0092

Federal Reserve Bank Bank's Claim of Late Return

We claim that, according to our records and the data associated with the check, the paying bank did not take all action necessary to recover its payment within the deadline in Regulations J and CC, and we verify that, as to notice of non-payment of the check we received: (CHECK ONE)

<input checked="" type="checkbox"/> Advice by	Method: FAX	Date: 08/02/2018
<input type="checkbox"/> No advice other than the returned check		

Please provisionally credit our account and advise.

Bank Name	FIRSTBANK & TRUST
9 Digit Routing Number	111319347
Name of Bank Contact ²	JONATHAN L BLOXOM
Phone Number of Bank Contact ²	806.776.6843
Authorized Signature	
Date	08/06/2018

²For Payor Bank to request original form and/or original check or original photocopy of check if needed.

Check21 Fed Lookup Information

R reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 647-7771 FAX: (806) 647-7775

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79411 88-2420/1183 CHECK# 191011

191011

PAY **THIRTY NINE THOUSAND EIGHT HUNDRED SIXTY TWO DOLLARS AND 00/100**

DATE	AMOUNT
07/28/18	\$39,862.00

VOID AFTER 180 DAYS

ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

[Signature]
AUTHORIZED SIGNATURE

⑆191011⑆ ⑈111324201⑈ 050003144⑆

10771860062200 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

For Deposit to:
Reagor Auto Mall Ltd
Acct#20169411/3

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000622	678310770000622
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$39,862.00	\$39,862.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000622	3996372101
Previous Item Amount	\$37,601.00	\$38,123.00
Next Item Amount	\$57,246.00	\$39,997.00

CA1000 - Case Open

Information

Status: SENT
DTS: 8/5/18 9:51:12 PM ET
SNDR: 111319347 - FIRST BANK & TRUST
RCVR: 061000146 - FRB Atlanta
RESP:

Case Information

ITYP: LC - late claim
MTYP: OPEN - open
AMT: 39,862.00 **ETYP:** CR - credit
SREF: JLB080518-08 **RREF:** **AID:**
CNTC: JONATHAN BLOXOM **TELE:** 806-776-6843 Ext. 6843
FCL: 061000146 - FRB Atlanta
TCL: 111319347 - FIRST BANK & TRUST
PROD: RTN **DTF:** F
CLD1: **FCL1:**
TCL1: **SEQ1:**
COM:

Item Identification

CLED: 8/2/18 **CLT:** .00 **TT:** .00
GID: **SEQ:**
IBEF: .00 **IAFT:** .00
LAS: .00 **SBE:** .00 **CURR:** USA

Item Details

DRBK: -
DPBK: -

MKR: **PYE:**
CKNO: **ANO:**

For Treasury Items Only

TSYM: **TSER:** **TRCL:**
DTF(s)

None

FAX TO 1-866-333-6633
RCVR: 061000146

F E D E R A L
R E S E R V E



F I N A N C I A L
S E R V I C E S

FRB - FEDLINE CHECK ADJUSTMENTS

ABA #: 111319347
AMOUNT: \$37,601.00
SREF: JLB080518-09
ITYP: LC
DATE: 08/02/2018
RREF:

APP 0096

9



Federal Reserve Bank Bank's Claim of Late Return

Reference the returned check described below:

Amount (must be \$100 or more)	37601.00
Dated	07/22/2018
Paying Bank	REAGOR AUTO MALL LTD <i>First Capital Bank of Texas</i>
Paying Bank 9 Digit Routing Number	116324201
Paying Bank Location	LUBBOCK, TEXAS
Drawn By (drawer)	REAGOR AUTO MALL, LTD
Payable To (payee)	REAGOR AUTO MALL, LTD
Check Number	191010

We sent this item to:

Bank Name	FRB ATLANTA		
Cash Letter Date	07/27/2018		
Cash Letter Total	6939351.54		
Tape total	682743.97		
Listed between items	38123.00	and	39862.00

We received the check from:

Bank Name	FRB ATLANTA		
Received Date	08/02/2018		
Return Letter / Advice Date ¹	08/02/2018		
Return Letter / Advice Total	1207676.51		
Tape total	1207676.51		
Listed between items	237.60	and	38123.00
Sequence number (if applicable)	3996372095		

¹ If the Reserve Bank does not receive all of the information requested within two (2) calendar months after the date listed, the Reserve Bank will not accept the claim and the requester will have to deal directly with the paying bank. In addition, the item must have been collected and/or returned through the Federal Reserve check collection system. Knowingly making false statements to influence the action of a Federal Reserve Bank may subject the signing party to criminal penalties under federal and/or state law.


APP 0097

Federal Reserve Bank Bank's Claim of Late Return

We claim that, according to our records and the data associated with the check, the paying bank did not take all action necessary to recover its payment within the deadline in Regulations J and CC, and we verify that, as to notice of non-payment of the check we received: (CHECK ONE)

<input checked="" type="checkbox"/> Advice by	Method: FAX	Date: 08/02/2018
<input type="checkbox"/> No advice other than the returned check		

Please provisionally credit our account and advise.

Bank Name	FIRSTBANK & TRUST
9 Digit Routing Number	111319347
Name of Bank Contact ²	JONATHAN L BLOXOM
Phone Number of Bank Contact ²	806.776.6843
Authorized Signature	
Date	08/06/2018

²For Payor Bank to request original form and/or original check or original photocopy of check if needed

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 647-7771 FAX: (806) 647-7773
www.reagorauto.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 86-2420/1163 CHECK# 191010 191010

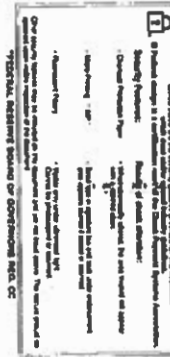
PAY **THIRTY SEVEN THOUSAND SIX HUNDRED ONE DOLLARS AND 00/100**

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

DATE 07/26/18 AMOUNT \$37,601.00
VOID AFTER 120 DAYS

[Signature]
AUTHORIZED SIGNATURE

⑈191010⑈ ⑆116324201⑆ 050003144⑈



10771860062100 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

10771860062100 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000621	678310770000621
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$37,601.00	\$37,601.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000621	3996372095
Previous Item Amount	\$38,123.00	\$237.60
Next Item Amount	\$39,862.00	\$38,123.00

CA1000 - Case Open

Information

Status: SENT
DTS: 8/5/18 9:52:19 PM ET
SNDR: 111319347 - FIRST BANK & TRUST
RCVR: 061000146 - FRB Atlanta
RESP:

Case Information

ITYP: LC - late claim
MTYP: OPEN - open
AMT: 37,601.00
SREF: JLB080518-09
CNTC: JONATHAN BLOXOM
FCL: 061000146 - FRB Atlanta
TCL: 111319347 - FIRST BANK & TRUST
PROD: RTN
CLD1:
TCL1:
COM:

ETYP: DB - debit
RREF:
TELE: 806-776-6843 Ext. 6843
AID:
DTF: F
FCL1:
SEQ1:

Item Identification

CLED: 8/2/18
GID:
IBEF: .00
LAS: .00

CLT: .00
SEQ:
IAFT: .00
SBE: .00

TT: .00
CURR: USA

Item Details

DRBK: -
DPBK: -

MKR:
CKNO:

PYE:
ANO:

For Treasury Items Only

TSYM:

TSER:

TRCL:

DTF(s)

None

FAX TO 1-866-333-6633
RCVR: 061000146

F E D E R A L
R E S E R V E



F I N A N C I A L
S E R V I C E S

FRB - FEDLINE CHECK ADJUSTMENTS

ABA #: 111319347
AMOUNT: \$38,123.00
SREF: JLB080518-10
ITYP: LC
DATE: 08/02/2018
RREF:

APP 0101



FRBservices.org

Federal Reserve Bank Bank's Claim of Late Return

Reference the returned check described below:

Amount (must be \$100 or more)	38123.00
Dated	07/22/2018
Paying Bank	REAGOR AUTO MALL LTD <i>First Capital Bank of Texas</i>
Paying Bank 9 Digit Routing Number	116324201
Paying Bank Location	LUBBOCK, TEXAS
Drawn By (drawer)	REAGOR AUTO MALL, LTD
Payable To (payee)	REAGOR AUTO MALL, LTD
Check Number	191005

We sent this item to:

Bank Name	FRB ATLANTA		
Cash Letter Date	07/27/2018		
Cash Letter Total	6939351.54		
Tape total	682743.97		
Listed between items	53027.00	and	37601.00

We received the check from:

Bank Name	FRB ATLANTA		
Received Date	08/02/2018		
Return Letter / Advice Date ¹	08/02/2018		
Return Letter / Advice Total	1207676.51		
Tape total	1207676.51		
Listed between items	37601.00	and	39862.00
Sequence number (if applicable)	3996372099		


¹ If the Reserve Bank does not receive all of the information requested within two (2) calendar months after the date listed, the Reserve Bank will not accept the claim and the requester will have to deal directly with the paying bank. In addition, the item must have been collected and/or returned through the Federal Reserve check collection system. Knowingly making false statements to influence the action of a Federal Reserve Bank may subject the signing party to criminal penalties under federal and/or state law.

Federal Reserve Bank Bank's Claim of Late Return

We claim that, according to our records and the data associated with the check, the paying bank did not take all action necessary to recover its payment within the deadline in Regulations J and CC, and we verify that, as to notice of non-payment of the check we received: (CHECK ONE)

<input checked="" type="checkbox"/> Advice by	Method: FAX	Date: 08/02/2018
<input type="checkbox"/> No advice other than the returned check		

Please provisionally credit our account and advise.

Bank Name	FIRSTBANK & TRUST
9 Digit Routing Number	111319347
Name of Bank Contact ²	JONATHAN L BLOXOM
Phone Number of Bank Contact ²	806.776.6843
Authorized Signature	
Date	08/06/2018

²For Payor Bank to request original form and/or original check or original photocopy of check if needed.

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7771
www.reagor.com/lubbock,tx

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 88-24201183 CHECK# 191005 191005

PAY **THIRTY EIGHT THOUSAND ONE HUNDRED TWENTY THREE DOLLARS AND 00/100**

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

DATE 07/26/18 AMOUNT \$38,123.00

VOID AFTER 180 DAYS

191005 111319347 050003144

AT (Signature)

10771860062000 07-27-2018
First Bank & Trust
Lubbock, TX

For Deposit to:
Reagor Auto Mall Ltd
Acct #4016015978

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000620	678310770000620
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$38,123.00	\$38,123.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000620	3996372099
Previous Item Amount	\$53,027.00	\$37,601.00
Next Item Amount	\$37,601.00	\$39,862.00

CA1000 - Case Open

Information

Status: SENT
DTS: 8/5/18 10:02:55 PM ET
SNDR: 111319347 - FIRST BANK & TRUST
RCVR: 061000146 - FRB Atlanta
RESP:

Case Information

ITYP: LC - late claim
MTYP: OPEN - open
AMT: 38,123.00
SREF: JLB080518-10
CNTC: JONATHAN BLOXOM
FCL: 061000146 - FRB Atlanta
TCL: 111319347 - FIRST BANK & TRUST
PROD: RTN
CLD1:
TCL1:
COM:

ETYP: CR - credit
RREF:
TELE: 806-776-6843 Ext. 6843
AID:
DTF: F
FCL1:
SEQ1:

Item Identification

CLED: 8/2/18
GID:
IBEF: .00
LAS: .00

CLT: .00
SEQ:
IAFT: .00
SBE: .00

TT: .00
CURR: USA

Item Details

DRBK: -
DPBK: -
MKR:
CKNO:

PYE:
ANO:

For Treasury Items Only

TSYM:
TSER:
TRCL:

DTF(s)

None

FAX TO 1-866-333-6633
RCVR: 061000146

F E D E R A L
R E S E R V E



F I N A N C I A L
S E R V I C E S

FRB - FEDLINE CHECK ADJUSTMENTS

ABA #: 111319347
AMOUNT: \$53,027.00
SREF: JLB080518-11
ITYP: LC
DATE: 08/02/2018
RREF:

APP 0106



Federal Reserve Bank Bank's Claim of Late Return

Reference the returned check described below:

Amount (must be \$100 or more)	53027.00
Dated	07/22/2018
Paying Bank	REAGOR AUTO MALL LTD <i>First Capital Bank of Texas</i>
Paying Bank 9 Digit Routing Number	116324201
Paying Bank Location	LUBBOCK, TEXAS
Drawn By (drawer)	REAGOR AUTO MALL, LTD
Payable To (payee)	REAGOR AUTO MALL, LTD
Check Number	191001

We sent this item to:

Bank Name	FRB ATLANTA		
Cash Letter Date	07/27/2018		
Cash Letter Total	6939351.54		
Tape total	682743.97		
Listed between items	39997.00	and	38123.00

We received the check from:

Bank Name	FRB ATLANTA		
Received Date	08/02/2018		
Return Letter / Advice Date ¹	08/02/2018		
Return Letter / Advice Total	1207676.51		
Tape total	1207676.51		
Listed between items	48246.00	and	57246.00
Sequence number (if applicable)	3996372126		


¹ If the Reserve Bank does not receive all of the information requested within two (2) calendar months after the date listed, the Reserve Bank will not accept the claim and the requester will have to deal directly with the paying bank. In addition, the item must have been collected and/or returned through the Federal Reserve check collection system. Knowingly making false statements to influence the action of a Federal Reserve Bank may subject the signing party to criminal penalties under federal and/or state law.

Federal Reserve Bank Bank's Claim of Late Return

We claim that, according to our records and the data associated with the check, the paying bank did not take all action necessary to recover its payment within the deadline in Regulations J and CC, and we verify that, as to notice of non-payment of the check we received: (CHECK ONE)

<input checked="" type="checkbox"/> Advice by	Method: FAX	Date: 08/02/2018
<input type="checkbox"/> No advice other than the returned check		

Please provisionally credit our account and advise.

Bank Name	FIRSTBANK & TRUST
9 Digit Routing Number	111319347
Name of Bank Contact ²	JONATHAN L BLOXOM
Phone Number of Bank Contact ²	806.776.6843
Authorized Signature	
Date	08/06/2018

² For Payor Bank to request original form and/or original check or original photocopy of check if needed.

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 06-24201183 CHECK# 191001 191001

PAY **FIFTY THREE THOUSAND TWENTY SEVEN DOLLARS AND 00/100**

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

DATE 07/26/18 AMOUNT \$53,027.00

VOID AFTER 120 DAYS

[Signature]
AUTHORIZED SIGNATURE

⑆191001⑆ ⑆116324201⑆ 050003144⑆



10771860061900 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

ENCLOSURE HERE

For Deposit to:
Reagor Auto Mall Ltd
Acct# 4016015978

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000619	678310770000619
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$53,027.00	\$53,027.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000619	3996372126
Previous Item Amount	\$39,997.00	\$48,246.00
Next Item Amount	\$38,123.00	\$57,246.00

CA1000 - Case Open**Information**

Status: SENT
DTS: 8/5/18 10:04:12 PM ET
SNDR: 111319347 - FIRST BANK & TRUST
RCVR: 061000146 - FRB Atlanta
RESP:

Case Information

ITYP: LC - late claim
MTYP: OPEN - open
AMT: 53,027.00
SREF: JLB080518-11
CNTC: JONATHAN BLOXOM
FCL: 061000146 - FRB Atlanta
TCL: 111319347 - FIRST BANK & TRUST
PROD: RTN
CLD1:
TCL1:
COM:

ETYP: CR - credit
RREF:
TELE: 806-776-6843 Ext. 6843
AID:

DTF: F
FCL1:
SEQ1:

Item Identification

CLED: 8/2/18
GID:
IBEF: .00
LAS: .00

CLT: .00
SEQ:
IAFT: .00
SBE: .00

TT: .00
CURR: USA

Item Details

DRBK: -
DPBK: -
MKR:
CKNO:

PYE:
ANO:

For Treasury Items Only

TSYM:
TSER:
DTF(s)

TRCL:

None

FAX TO 1-866-333-6633
RCVR: 061000146

F E D E R A L
R E S E R V E



F I N A N C I A L
S E R V I C E S

FRB - FEDLINE CHECK ADJUSTMENTS

ABA #: 111319347
AMOUNT: \$39,997.00
SREF: JLB080518-11
ITYP: LC
DATE: 08/02/2018
RREF:

APP 0111



Federal Reserve Bank Bank's Claim of Late Return

12

Reference the returned check described below:

Amount (must be \$100 or more)	39997.00
Dated	07/22/2018
Paying Bank	REAGOR AUTO MALL LTD <i>First Capital Bank of Texas</i>
Paying Bank 9 Digit Routing Number	116324201
Paying Bank Location	LUBBOCK, TEXAS
Drawn By (drawer)	REAGOR AUTO MALL, LTD
Payable To (payee)	REAGOR AUTO MALL, LTD
Check Number	191004

We sent this item to:

Bank Name	FRB ATLANTA		
Cash Letter Date	07/27/2018		
Cash Letter Total	6939351.54		
Tape total	682743.97		
Listed between items	43444.00	and	53027.00

We received the check from:

Bank Name	FRB ATLANTA		
Received Date	08/02/2018		
Return Letter / Advice Date ¹	08/02/2018		
Return Letter / Advice Total	1207676.51		
Tape total	1207676.51		
Listed between items	39862.00	and	43444.00
Sequence number (if applicable)	3996372106		


¹ If the Reserve Bank does not receive all of the information requested within two (2) calendar months after the date listed, the Reserve Bank will not accept the claim and the requester will have to deal directly with the paying bank. In addition, the item must have been collected and/or returned through the Federal Reserve check collection system. Knowingly making false statements to influence the action of a Federal Reserve Bank may subject a signing party to criminal penalties under federal and/or state law.

Federal Reserve Bank Bank's Claim of Late Return

We claim that, according to our records and the data associated with the check, the paying bank did not take all action necessary to recover its payment within the deadline in Regulations J and CC, and we verify that, as to notice of non-payment of the check we received: (CHECK ONE)

<input checked="" type="checkbox"/> Advice by	Method: FAX	Date: 08/02/2018
<input type="checkbox"/> No advice other than the returned check		

Please provisionally credit our account and advise.

Bank Name	FIRSTBANK & TRUST
9 Digit Routing Number	111319347
Name of Bank Contact ²	JONATHAN L BLOXOM
Phone Number of Bank Contact ²	806.776.6843
Authorized Signature	
Date	08/06/2018

²For Payor Bank to request original form and/or original check or original photocopy of check if needed.

[illegible]

DO NOT WRITE, STAMP OR SIGN BEHIND THIS LABEL.
RECEIVED FROM FEDERAL RESERVATION UNIT

APP 0114

CA1000 - Case Open

Information

Status: SENT
DTS: 8/5/18 10:05:04 PM ET
SNDR: 111319347 - FIRST BANK & TRUST
RCVR: 061000146 - FRB Atlanta
RESP:

Case Information

ITYP: LC - late claim
MTYP: OPEN - open
AMT: 39,997.00
SREF: JLB080518-11
CNTC: JONATHAN BLOXOM
FCL: 061000146 - FRB Atlanta
TCL: 111319347 - FIRST BANK & TRUST
PROD: RTN
CLD1:
TCL1:
COM:

ETYP: CR - credit
RREF:
AID:
TELE: 806-776-6843 Ext. 6843
DTF: F
FCL1:
SEQ1:

Item Identification

CLED: 8/2/18
GID:
IBEF: .00
LAS: .00

CLT: .00
SEQ:
IAFT: .00
SBE: .00

TT: .00
CURR: USA

Item Details

DRBK: -
DPBK: -

MKR:
CKNO:

PYE:
ANO:

For Treasury Items Only

TSYM:

TSER:

TRCL:

DTF(s)

None

EXHIBIT A-13



Statutory Warning Demand Letter

Friday, August 03, 2018

**REAGOR AUTO MALL, LTD.
ATTN: MR. BART REAGOR
1215 AVE J
LUBBOCK, TX 79401**

Dear Sir,

The below check(s) were returned for the following reason:

☐ Insufficient Funds ☐ Account Closed ☒ Uncollected Funds

Check Number	Amount	Dated	Bank Drawn Off of	Payable to
191010	\$37,601.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191005	\$38,123.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191011	\$39,862.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191004	\$39,997.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191003	\$43,444.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191002	\$48,246.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191001	\$53,027.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
190444	\$57,246.00	7/22/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
190998	\$59,064.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
190446	\$59,517.00	7/22/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
190448	\$62,391.00	7/22/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
190449	\$63,762.00	7/22/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191230	\$38,750.00	7/28/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191231	\$39,125.00	7/28/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191232	\$40,217.00	7/28/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191235	\$43,044.00	7/28/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191238	\$44,227.00	7/28/2017	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191237	\$45,668.00	7/28/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191338	\$50,992.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191331	\$51,456.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191328	\$53,998.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191325	\$58,064.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191335	\$60,097.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191334	\$62,998.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191372	\$37,097.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191375	\$60,189.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191374	\$36,332.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191370	\$53,201.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191337	\$49,077.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191326	\$53,972.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.

APP 0117

Continued on next page

191329	\$57,024.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191330	\$59,964.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191234	\$42,027.00	7/28/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.

Total: \$1,639,799.00

This is a demand for payment in full for the check(s) or order(s) not paid because the reason listed above. If you fail to make payment in full within 10 days after the date of this notice, the failure to pay created a presumption for committing an offense, and this matter will be referred to the Lubbock County District Attorney's Hot Check Office for criminal prosecution.

Sincerely,



FirstBank & Trust Co.
Deposit Operations Team Leader/Banking Officer
806.776.6804 direct line
jonathan.bloxom@firstbanktexas.com
9826 Slide Rd Ste 100
Lubbock, TX 79424

CC via email: Mr. Jared Townsend, VP, FirstBank & Trust
Mr. Tim White, EVP/Chief Credit Officer, FirstBank & Trust
Mr. Greg Garland, President, FirstBank & Trust

[illegible]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE

X

For Deposit to:

Reagor Auto Mail Ltd

Acct: 4016015978

APP 0119

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
www.reagorauto.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79415 CHECK# 190448

190448

PAY **SIXTY TWO THOUSAND THREE HUNDRED NINETY ONE DOLLARS AND 00/100**

DATE 07/22/18 AMOUNT \$62,391.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

[Signature]
AUTHORIZED SIGNATURE

⑈190448⑈ ⑆116324201⑆ ⑆50003114⑆

Used to verify the authenticity of the check and to ensure the check is not a duplicate. This information is used by the Federal Reserve System to ensure the integrity of the check and to prevent fraud. The information is used by the Federal Reserve System to ensure the integrity of the check and to prevent fraud. The information is used by the Federal Reserve System to ensure the integrity of the check and to prevent fraud.

10771860062500 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

ENDORSE HERE

X

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

DO NOT WRITE STRIPS OR SIGN BELOW THIS LINE
RESERVED FOR FEDERAL RESERVE USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000625	678310770000625
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$62,391.00	\$62,391.00
Created Time	07/27/2018 21:01	08/02/2018 08:35
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000625	3996372148
Previous Item Amount	\$59,517.00	\$59,517.00
Next Item Amount	\$63,762.00	\$7,290.91

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC.

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

APP 0121

Check21 Fed Lookup Information

THE FRONT OF THIS CHECK MAY HAVE A MICR LINE AT THE BOTTOM OF THE CHECK. IF YOU HAVE A MICR LINE, IT WILL BE AT THE BOTTOM OF THE CHECK.

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
www.reagor.com/onlineCheckCard

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 CHECK# 190444

190444

PAY **FIFTY SEVEN THOUSAND TWO HUNDRED FORTY SIX DOLLARS AND 00/100**

DATE 07/22/18 AMOUNT \$57,246.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

190444 072218 050003144

1. Limited liability of the signatory. The signatory is not liable for the payment of the check if the check is not cashed within 60 days of the date of the check.

2. The signatory is not liable for the payment of the check if the check is not cashed within 60 days of the date of the check.

3. The signatory is not liable for the payment of the check if the check is not cashed within 60 days of the date of the check.

4. The signatory is not liable for the payment of the check if the check is not cashed within 60 days of the date of the check.

5. The signatory is not liable for the payment of the check if the check is not cashed within 60 days of the date of the check.

6. The signatory is not liable for the payment of the check if the check is not cashed within 60 days of the date of the check.

7. The signatory is not liable for the payment of the check if the check is not cashed within 60 days of the date of the check.

8. The signatory is not liable for the payment of the check if the check is not cashed within 60 days of the date of the check.

9. The signatory is not liable for the payment of the check if the check is not cashed within 60 days of the date of the check.

10. The signatory is not liable for the payment of the check if the check is not cashed within 60 days of the date of the check.

10771860062300 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

ENDORSE HERE

X

For Deposit to:
Reagor Auto Mall Ltd
Acct-4016015978

DO NOT WRITE STRAIGHT OR BEND BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000623	678310770000623
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$57,246.00	\$57,246.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000623	3996372132
Previous Item Amount	\$39,862.00	\$53,027.00
Next Item Amount	\$59,517.00	\$59,064.00

1 **Personal identity** is a characteristic of an individual that distinguishes him or her from other people. Personal characteristics, such as name, sex, age, height, weight, eye color, hair color, and skin color, are all personal identifiers.

Security Parameters:

- **Confidentiality:** Protects the information from unauthorized disclosure.
- **Integrity:** Ensures that the information is accurate and has not been altered.
- **Availability:** Ensures that the information is accessible to authorized users.
- **Non-repudiation:** Ensures that the information cannot be denied by the sender.

Other security features that are required for information systems include:

- **Access control:** Ensures that only authorized users can access the information.
- **Authentication:** Ensures that the user is who they claim to be.
- **Authorization:** Ensures that the user has the right to perform the requested action.
- **Accountability:** Ensures that the user can be held responsible for their actions.

FEDERAL RESERVE BOARD OF GOVERNORS REG 4 CC

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE.

APP 0123

Check21 Fed Lookup Information

R reagor 1311 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
www.reagorauto.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 88-2420/1163 CHECK# 191010

191010

PAY **THIRTY SEVEN THOUSAND SIX HUNDRED ONE DOLLARS AND 00/100**

DATE	AMOUNT
07/26/18	\$37,601.00

VOID AFTER 120 DAYS

[Signature]
NOT-KNOWN SIGNATURE

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

⑈191010⑈ ⑆116324201⑆ 050003114⑈

Use of this document is limited to the purpose of providing information to the Federal Reserve Board of Governors and its designated agents. It is not to be used for any other purpose. This document is the property of the Federal Reserve Board of Governors and its designated agents. It is to be returned to them upon request. It is not to be reproduced or distributed without their permission.

Security Features:
- Chemical Resistant Ink
- Microprint
- Watermark
- Security Thread
- Laser Cut
- Color Shifting Ink
- Hologram
- Magnetic Ink Character Recognition (MICR)

Other Security Features:
- Security Features are located on the front and back of the document.
- Security Features are located on the front and back of the document.
- Security Features are located on the front and back of the document.

FEDERAL RESERVE BOARD OF GOVERNORS REG. CO.

10771860062100 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FEDERAL INSTITUTION USE

ENCLOSE HERE
X
For Deposit to:
Reagor Auto Mall
Acct# 401601445

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000621	678310770000621
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$37,601.00	\$37,601.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000621	3996372095
Previous Item Amount	\$38,123.00	\$237.60
Next Item Amount	\$39,862.00	\$38,123.00

Check21 Fed Lookup Information

THE FACE OF THE DOCUMENT HAS A BLACK MICROFILM COPYABLE IMAGE

R reagor
1211 19TH STREET
LUBBOCK, TX 79401
PHONE: (806) 687-7771
FAX: (806) 687-7773
www.reagorautoandlubbock.com

FIRST CAPITAL BANK
OF TEXAS
LUBBOCK, TX 79401

CHECK# 191005

191005

PAY **THIRTY EIGHT THOUSAND ONE HUNDRED TWENTY THREE DOLLARS AND 00/100**

DATE 07/26/18 AMOUNT \$38,123.00

VOID AFTER 180 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

NOT VALID SIGNATURE

191005 111319347 050003144

1. The document is a check or draft.
2. The document is a check or draft.
3. The document is a check or draft.
4. The document is a check or draft.
5. The document is a check or draft.
6. The document is a check or draft.
7. The document is a check or draft.
8. The document is a check or draft.
9. The document is a check or draft.
10. The document is a check or draft.

10771860062000 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

DO NOT WRITE IN THESE SPACES
RECEIVED BY THE BANK
For Deposit to:
Reagor Auto Mall Ltd
Acct #401601597R

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000620	678310770000620
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$38,123.00	\$38,123.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000620	3996372099
Previous Item Amount	\$53,027.00	\$37,601.00
Next Item Amount	\$37,601.00	\$39,862.00

[illegible]

DO NOT WRITE, STAMP, OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE.

For Deposit to:
reagor Auto Mail Ltd
Acct#4016015978

APP 0126

Check21 Fed Lookup Information

R reagor 1211 19TH STREET LUBBOCK, TX 79401
 PHONE: (806) 487-7771 FAX: (806) 487-7773
 www.reagor.com/lubbock-001

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 88-2420/1163 CHECK# 191004 191004

PAY **THIRTY NINE THOUSAND NINE HUNDRED NINETY SEVEN DOLLARS AND 00/100**

DATE 07/26/18 AMOUNT \$39,997.00

TO THE ORDER OF REAGOR AUTO MALL LTD
 1211 19TH ST
 LUBBOCK TX 79401

VOID AFTER 120 DAYS

[Signature]
 AUTHORIZED SIGNATURE

⑈191004⑈ ⑆1113124201⑆ 050003144⑆

1 United States Bank Note
 This is a Federal Reserve Note
 and is subject to the Federal Reserve
 System's policies and procedures.
 Security Features:
 - Change in color when tilted
 - Microprint
 - Watermark
 - Security Thread
 - Color Shifting Ink
 - 3D Security Feature
 - See back of note for more information.

2 Federal Reserve Note
 This is a Federal Reserve Note
 and is subject to the Federal Reserve
 System's policies and procedures.
 Security Features:
 - Change in color when tilted
 - Microprint
 - Watermark
 - Security Thread
 - Color Shifting Ink
 - 3D Security Feature
 - See back of note for more information.

3 Federal Reserve Note
 This is a Federal Reserve Note
 and is subject to the Federal Reserve
 System's policies and procedures.
 Security Features:
 - Change in color when tilted
 - Microprint
 - Watermark
 - Security Thread
 - Color Shifting Ink
 - 3D Security Feature
 - See back of note for more information.

4 Federal Reserve Note
 This is a Federal Reserve Note
 and is subject to the Federal Reserve
 System's policies and procedures.
 Security Features:
 - Change in color when tilted
 - Microprint
 - Watermark
 - Security Thread
 - Color Shifting Ink
 - 3D Security Feature
 - See back of note for more information.

5 Federal Reserve Note
 This is a Federal Reserve Note
 and is subject to the Federal Reserve
 System's policies and procedures.
 Security Features:
 - Change in color when tilted
 - Microprint
 - Watermark
 - Security Thread
 - Color Shifting Ink
 - 3D Security Feature
 - See back of note for more information.

6 Federal Reserve Note
 This is a Federal Reserve Note
 and is subject to the Federal Reserve
 System's policies and procedures.
 Security Features:
 - Change in color when tilted
 - Microprint
 - Watermark
 - Security Thread
 - Color Shifting Ink
 - 3D Security Feature
 - See back of note for more information.

7 Federal Reserve Note
 This is a Federal Reserve Note
 and is subject to the Federal Reserve
 System's policies and procedures.
 Security Features:
 - Change in color when tilted
 - Microprint
 - Watermark
 - Security Thread
 - Color Shifting Ink
 - 3D Security Feature
 - See back of note for more information.

8 Federal Reserve Note
 This is a Federal Reserve Note
 and is subject to the Federal Reserve
 System's policies and procedures.
 Security Features:
 - Change in color when tilted
 - Microprint
 - Watermark
 - Security Thread
 - Color Shifting Ink
 - 3D Security Feature
 - See back of note for more information.

9 Federal Reserve Note
 This is a Federal Reserve Note
 and is subject to the Federal Reserve
 System's policies and procedures.
 Security Features:
 - Change in color when tilted
 - Microprint
 - Watermark
 - Security Thread
 - Color Shifting Ink
 - 3D Security Feature
 - See back of note for more information.

10 Federal Reserve Note
 This is a Federal Reserve Note
 and is subject to the Federal Reserve
 System's policies and procedures.
 Security Features:
 - Change in color when tilted
 - Microprint
 - Watermark
 - Security Thread
 - Color Shifting Ink
 - 3D Security Feature
 - See back of note for more information.

10771860061800 07-27-2018 >111319347<
 First Bank & Trust
 Lubbock, TX

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
 Reagor Auto Mall Ltd
 Account # 4016015978

ENDORSE HERE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000618	678310770000618
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$39,997.00	\$39,997.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000618	3996372106
Previous Item Amount	\$43,444.00	\$39,862.00
Next Item Amount	\$53,027.00	\$43,444.00

[illegible]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

APP 0128

1 **Medical mail is a controlled substance.** Federal law prohibits the use of the mail to transport controlled substances. Federal law prohibits the use of the mail to transport controlled substances. Federal law prohibits the use of the mail to transport controlled substances.

Security Features:

- Chemical Resistant Paper
- Water Marking - 100
- Fluorescent Color
- Machine Readable MICR

One security feature is not included on the document and is the "water mark" feature. This feature is not included on the document and is the "water mark" feature.

FEDERAL RESERVE BOARD OF GOVERNORS REG. CO.

10/10/2010

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

For Deposit to:
Reagor Auto Mail Ltd
Acct# 4016015078

APP 0129

Check21 Fed Lookup Information

THE FACE OF THIS DOCUMENT HAS A POLAROID MICROFILM COPY MADE

reagor
1211 27th STREET
LUBBOCK, TX 79401
PHONE: (806) 687-7771
FAX: (806) 687-7772
www.reagor.com, info@reagor.com

FIRST CAPITAL BANK
OF TEXAS
LUBBOCK, TX 79401

B8-24201163 CHECK# 191002

191002

PAY **FORTY EIGHT THOUSAND TWO HUNDRED FORTY SIX DOLLARS AND 00/100**

DATE 07/26/18 AMOUNT \$48,246.00

VOID AFTER 180 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

AUTHORIZED SIGNATURE

191002 116324201163 0500031111

10771860061500 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

DO NOT WRITE STAMPS OR OTHER MARKS BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

ENDORSE HERE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000615	678310770000615
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$48,246.00	\$48,246.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000615	3996372120
Previous Item Amount	\$164.26	\$43,444.00
Next Item Amount	\$59,064.00	\$53,027.00

[illegible]

7 0 0 7 2 4 0

DO NOT WRITE, BRUISE OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016615978

APP 0131

0019133400 1:1463242010 0500031440

[illegible]

10771870023300 07-30-2018 >111319347<
First Bank & Trust
Lubbock , TX

DO NOT WRITE, STAMP, OR BRUISE INSIDE THIS LINE
RESERVED FOR PHARMACEUTICAL INSTITUTION USE

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

ENDORSE HERE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000233	678610770000233
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$62,998.00	\$62,998.00
Created Time	07/30/2018 20:42	08/02/2018 08:35
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000233	3996370397
Previous Item Amount	\$44,227.00	\$60,097.00
Next Item Amount	\$38,750.00	\$237.60

[illegible]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to
Reager Auto Mall Ltd
Acct#4016015970

ENDORSE HERE

APP 0133

[illegible]

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
Reader Auto Mail Ltd
Acct# 4016015668

APP 0134

[illegible]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
Reacor Auto Mall Ltd
Acct#4016015018

ENDORSEMENT LETTER

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000230	678610770000230
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$39,125.00	\$39,125.00
Created Time	07/30/2018 20:42	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000230	3996370322
Previous Item Amount	\$53,998.00	\$38,750.00
Next Item Amount	\$50,992.00	\$40,217.00

Check21 Fed Lookup Information

R reagor
1211 19th STREET
LUBBOCK, TX 79401
PHONE: (806) 687-7771
FAX: (806) 687-7773
www.reagorauto.com

FIRST CAPITAL BANK
OF TEXAS
LUBBOCK, TX 79401

CHECK# 191328

191328

PAY **FIFTY THREE THOUSAND NINE HUNDRED NINETY EIGHT DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$53,998.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

[Signature]
AUTHORIZED SIGNATURE

⑈191328⑈ ⑆111319347⑆ 050003114⑈

Endorsements must be made on the back of the check. The following are the required endorsements for the check. Please read the instructions carefully. If the check is not properly endorsed, it may be rejected by the bank. The bank is not responsible for any loss or damage resulting from an improperly endorsed check.

1. Endorse the back of the check with your signature and the words "For Deposit Only" or "For Payment Only".

2. If the check is being cashed, the cashier must sign the back of the check.

3. If the check is being deposited, the depositor must sign the back of the check.

4. If the check is being used for a payment, the payee must sign the back of the check.

5. If the check is being used for a refund, the refunding party must sign the back of the check.

6. If the check is being used for a payment, the payee must sign the back of the check.

7. If the check is being used for a refund, the refunding party must sign the back of the check.

8. If the check is being used for a payment, the payee must sign the back of the check.

9. If the check is being used for a refund, the refunding party must sign the back of the check.

10. If the check is being used for a payment, the payee must sign the back of the check.

11. If the check is being used for a refund, the refunding party must sign the back of the check.

12. If the check is being used for a payment, the payee must sign the back of the check.

13. If the check is being used for a refund, the refunding party must sign the back of the check.

14. If the check is being used for a payment, the payee must sign the back of the check.

15. If the check is being used for a refund, the refunding party must sign the back of the check.

16. If the check is being used for a payment, the payee must sign the back of the check.

17. If the check is being used for a refund, the refunding party must sign the back of the check.

18. If the check is being used for a payment, the payee must sign the back of the check.

19. If the check is being used for a refund, the refunding party must sign the back of the check.

20. If the check is being used for a payment, the payee must sign the back of the check.

21. If the check is being used for a refund, the refunding party must sign the back of the check.

22. If the check is being used for a payment, the payee must sign the back of the check.

23. If the check is being used for a refund, the refunding party must sign the back of the check.

24. If the check is being used for a payment, the payee must sign the back of the check.

25. If the check is being used for a refund, the refunding party must sign the back of the check.

26. If the check is being used for a payment, the payee must sign the back of the check.

27. If the check is being used for a refund, the refunding party must sign the back of the check.

28. If the check is being used for a payment, the payee must sign the back of the check.

29. If the check is being used for a refund, the refunding party must sign the back of the check.

30. If the check is being used for a payment, the payee must sign the back of the check.

31. If the check is being used for a refund, the refunding party must sign the back of the check.

32. If the check is being used for a payment, the payee must sign the back of the check.

33. If the check is being used for a refund, the refunding party must sign the back of the check.

34. If the check is being used for a payment, the payee must sign the back of the check.

35. If the check is being used for a refund, the refunding party must sign the back of the check.

36. If the check is being used for a payment, the payee must sign the back of the check.

37. If the check is being used for a refund, the refunding party must sign the back of the check.

38. If the check is being used for a payment, the payee must sign the back of the check.

39. If the check is being used for a refund, the refunding party must sign the back of the check.

40. If the check is being used for a payment, the payee must sign the back of the check.

41. If the check is being used for a refund, the refunding party must sign the back of the check.

42. If the check is being used for a payment, the payee must sign the back of the check.

43. If the check is being used for a refund, the refunding party must sign the back of the check.

44. If the check is being used for a payment, the payee must sign the back of the check.

45. If the check is being used for a refund, the refunding party must sign the back of the check.

46. If the check is being used for a payment, the payee must sign the back of the check.

47. If the check is being used for a refund, the refunding party must sign the back of the check.

48. If the check is being used for a payment, the payee must sign the back of the check.

49. If the check is being used for a refund, the refunding party must sign the back of the check.

50. If the check is being used for a payment, the payee must sign the back of the check.

51. If the check is being used for a refund, the refunding party must sign the back of the check.

52. If the check is being used for a payment, the payee must sign the back of the check.

53. If the check is being used for a refund, the refunding party must sign the back of the check.

54. If the check is being used for a payment, the payee must sign the back of the check.

55. If the check is being used for a refund, the refunding party must sign the back of the check.

56. If the check is being used for a payment, the payee must sign the back of the check.

57. If the check is being used for a refund, the refunding party must sign the back of the check.

58. If the check is being used for a payment, the payee must sign the back of the check.

59. If the check is being used for a refund, the refunding party must sign the back of the check.

60. If the check is being used for a payment, the payee must sign the back of the check.

61. If the check is being used for a refund, the refunding party must sign the back of the check.

62. If the check is being used for a payment, the payee must sign the back of the check.

63. If the check is being used for a refund, the refunding party must sign the back of the check.

64. If the check is being used for a payment, the payee must sign the back of the check.

65. If the check is being used for a refund, the refunding party must sign the back of the check.

66. If the check is being used for a payment, the payee must sign the back of the check.

67. If the check is being used for a refund, the refunding party must sign the back of the check.

68. If the check is being used for a payment, the payee must sign the back of the check.

69. If the check is being used for a refund, the refunding party must sign the back of the check.

70. If the check is being used for a payment, the payee must sign the back of the check.

71. If the check is being used for a refund, the refunding party must sign the back of the check.

72. If the check is being used for a payment, the payee must sign the back of the check.

73. If the check is being used for a refund, the refunding party must sign the back of the check.

74. If the check is being used for a payment, the payee must sign the back of the check.

75. If the check is being used for a refund, the refunding party must sign the back of the check.

76. If the check is being used for a payment, the payee must sign the back of the check.

77. If the check is being used for a refund, the refunding party must sign the back of the check.

78. If the check is being used for a payment, the payee must sign the back of the check.

79. If the check is being used for a refund, the refunding party must sign the back of the check.

80. If the check is being used for a payment, the payee must sign the back of the check.

81. If the check is being used for a refund, the refunding party must sign the back of the check.

82. If the check is being used for a payment, the payee must sign the back of the check.

83. If the check is being used for a refund, the refunding party must sign the back of the check.

84. If the check is being used for a payment, the payee must sign the back of the check.

85. If the check is being used for a refund, the refunding party must sign the back of the check.

86. If the check is being used for a payment, the payee must sign the back of the check.

87. If the check is being used for a refund, the refunding party must sign the back of the check.

88. If the check is being used for a payment, the payee must sign the back of the check.

89. If the check is being used for a refund, the refunding party must sign the back of the check.

90. If the check is being used for a payment, the payee must sign the back of the check.

91. If the check is being used for a refund, the refunding party must sign the back of the check.

92. If the check is being used for a payment, the payee must sign the back of the check.

93. If the check is being used for a refund, the refunding party must sign the back of the check.

94. If the check is being used for a payment, the payee must sign the back of the check.

95. If the check is being used for a refund, the refunding party must sign the back of the check.

96. If the check is being used for a payment, the payee must sign the back of the check.

97. If the check is being used for a refund, the refunding party must sign the back of the check.

98. If the check is being used for a payment, the payee must sign the back of the check.

99. If the check is being used for a refund, the refunding party must sign the back of the check.

100. If the check is being used for a payment, the payee must sign the back of the check.

10771870022900 07-30-2018 >111319347<
First Bank & Trust
Lubbock, TX

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
Reagor Auto Mall Ltd
Acct#401601113

ENDORSE HERE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000229	678610770000229
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$53,998.00	\$53,998.00
Created Time	07/30/2018 20:42	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000229	3996370354
Previous Item Amount	\$60,097.00	\$51,456.00
Next Item Amount	\$39,125.00	\$58,064.00

[illegible]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
Reagor Auto Mall Ltc
Acct#4016015978

.....

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000228	678610770000228
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$60,097.00	\$60,097.00
Created Time	07/30/2018 20:42	08/02/2018 08:35
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000228	3996370367
Previous Item Amount	\$45,668.00	\$58,064.00
Next Item Amount	\$53,998.00	\$62,998.00

Check21 Fed Lookup Information

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER.

reagor
1211 19TH STREET
LUBBOCK, TX 79401
PHONE: (806) 687-7771
FAX: (806) 687-7773
www.reagorauto.com

FIRST CAPITAL BANK
OF TEXAS
LUBBOCK, TX 79401

CHECK# 191237

191237

PAY **FORTY FIVE THOUSAND SIX HUNDRED SIXTY EIGHT DOLLARS AND 00/100**

DATE 07/26/18 AMOUNT \$45,668.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

AUTHORIZED SIGNATURE

191237 111319347 050003144

DO NOT WRITE, STAMP OR SIGN BEHIND THIS LINE
RESERVED FOR BANK INSTITUTION USE

10771870022700 07-30-2018 >111319347<
First Bank & Trust
Lubbock, TX

1 2 3 4 5 6 7 8 9 0

DO NOT WRITE, STAMP OR SIGN BEHIND THIS LINE
RESERVED FOR BANK INSTITUTION USE

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

ENDORSE HERE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000227	678610770000227
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$45,668.00	\$45,668.00
Created Time	07/30/2018 20:42	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000227	3996370337
Previous Item Amount	\$51,456.00	\$44,227.00
Next Item Amount	\$60,097.00	\$50,992.00

Check21 Fed Lookup Information

R reagor 1211 19th STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
www.reagorauto.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79411 CHECK# 191331

191331

PAY **FIFTY ONE THOUSAND FOUR HUNDRED FIFTY SIX DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$51,456.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

191331 163242018 050003114

1. Issuance Date
2. Issuance Amount
3. Issuance Currency
4. Issuance Type
5. Issuance Status
6. Issuance Reason
7. Issuance Location
8. Issuance Country
9. Issuance City
10. Issuance State
11. Issuance Zip
12. Issuance Country Code
13. Issuance Currency Code
14. Issuance Amount Code
15. Issuance Amount Value
16. Issuance Amount Fraction
17. Issuance Amount Decimal
18. Issuance Amount Integer
19. Issuance Amount Total
20. Issuance Amount Rounded
21. Issuance Amount Truncated
22. Issuance Amount Formatted
23. Issuance Amount Displayed
24. Issuance Amount Printed
25. Issuance Amount Scanned
26. Issuance Amount Verified
27. Issuance Amount Validated
28. Issuance Amount Approved
29. Issuance Amount Authorized
30. Issuance Amount Released
31. Issuance Amount Delivered
32. Issuance Amount Received
33. Issuance Amount Accepted
34. Issuance Amount Signed
35. Issuance Amount Sealed
36. Issuance Amount Locked
37. Issuance Amount Frozen
38. Issuance Amount Archived
39. Issuance Amount Deleted
40. Issuance Amount Destroyed
41. Issuance Amount Recalled
42. Issuance Amount Rejected
43. Issuance Amount Returned
44. Issuance Amount Refused
45. Issuance Amount Ignored
46. Issuance Amount Forgotten
47. Issuance Amount Lost
48. Issuance Amount Stolen
49. Issuance Amount Missing
50. Issuance Amount Found
51. Issuance Amount Recovered
52. Issuance Amount Restored
53. Issuance Amount Repaired
54. Issuance Amount Replaced
55. Issuance Amount Renewed
56. Issuance Amount Renewed
57. Issuance Amount Renewed
58. Issuance Amount Renewed
59. Issuance Amount Renewed
60. Issuance Amount Renewed

10771870022600 07-30-2018 >111319347<
First Bank & Trust
Lubbock, TX

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
RECEIVED - FIRST NATIONAL BANK OF TEXAS

For Deposit to:
Reagor Auto Mall Ltd
Acct#40160

ENDORSE HERE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000226	678610770000226
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$51,456.00	\$51,456.00
Created Time	07/30/2018 20:42	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000226	3996370348
Previous Item Amount	\$43,044.00	\$50,992.00
Next Item Amount	\$45,668.00	\$53,998.00

Check21 Fed Lookup Information

1211 19TH STREET
LUBBOCK, TX 79401
PHONE: (806) 687-7771
FAX: (806) 687-7773
www.reagorauto.com

FIRST CAPITAL BANK
OF TEXAS
LUBBOCK, TX 79401

86-2420/1163 CHECK# 191235

191235

PAY **FORTY THREE THOUSAND FORTY FOUR DOLLARS AND 00/100**

DATE 07/28/18 AMOUNT \$43,044.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

AUTHORIZED SIGNATURE

191235 11632420 050003114

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

10771870022500 07-30-2018 >111319347<

First Bank & Trust
Lubbock, TX

22598

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

ENDORSE HERE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000225	678610770000225
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$43,044.00	\$43,044.00
Created Time	07/30/2018 20:42	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000225	3996370329
Previous Item Amount	\$58,064.00	\$40,217.00
Next Item Amount	\$51,456.00	\$44,227.00

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
 PHONE: (806) 687-7771 FAX: (806) 687-7773
 www.reagorauto.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79413 88-2420/1163 CHECK# 191325

191325

PAY **FIFTY EIGHT THOUSAND SIXTY FOUR DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$58,064.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD 1211 19TH ST LUBBOCK TX 79401

[Signature]
 AUTHORIZED SIGNATURE

⑈191325⑈ ⑆116324201⑆ 050003144⑈

1. Payment Items
 2. Cash Items
 3. Check Items
 4. Other Items
 5. Other Items
 6. Other Items
 7. Other Items
 8. Other Items
 9. Other Items
 10. Other Items
 11. Other Items
 12. Other Items
 13. Other Items
 14. Other Items
 15. Other Items
 16. Other Items
 17. Other Items
 18. Other Items
 19. Other Items
 20. Other Items
 21. Other Items
 22. Other Items
 23. Other Items
 24. Other Items
 25. Other Items
 26. Other Items
 27. Other Items
 28. Other Items
 29. Other Items
 30. Other Items
 31. Other Items
 32. Other Items
 33. Other Items
 34. Other Items
 35. Other Items
 36. Other Items
 37. Other Items
 38. Other Items
 39. Other Items
 40. Other Items
 41. Other Items
 42. Other Items
 43. Other Items
 44. Other Items
 45. Other Items
 46. Other Items
 47. Other Items
 48. Other Items
 49. Other Items
 50. Other Items
 51. Other Items
 52. Other Items
 53. Other Items
 54. Other Items
 55. Other Items
 56. Other Items
 57. Other Items
 58. Other Items
 59. Other Items
 60. Other Items
 61. Other Items
 62. Other Items
 63. Other Items
 64. Other Items
 65. Other Items
 66. Other Items
 67. Other Items
 68. Other Items
 69. Other Items
 70. Other Items
 71. Other Items
 72. Other Items
 73. Other Items
 74. Other Items
 75. Other Items
 76. Other Items
 77. Other Items
 78. Other Items
 79. Other Items
 80. Other Items
 81. Other Items
 82. Other Items
 83. Other Items
 84. Other Items
 85. Other Items
 86. Other Items
 87. Other Items
 88. Other Items
 89. Other Items
 90. Other Items
 91. Other Items
 92. Other Items
 93. Other Items
 94. Other Items
 95. Other Items
 96. Other Items
 97. Other Items
 98. Other Items
 99. Other Items
 100. Other Items

10771870022400 07-30-2018 >111319347<
 First Bank & Trust
 Lubbock, TX

DO NOT WRITE STAMPS OR MARKS BELOW THIS LINE
 RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
 Reagor Auto-Mall Ltd
 Acct# 4016015978

ENDORSE HERE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000224	678610770000224
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$58,064.00	\$58,064.00
Created Time	07/30/2018 20:42	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000224	3996370358
Previous Item Amount	\$40,217.00	\$53,998.00
Next Item Amount	\$43,044.00	\$60,097.00

[illegible]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

APP 0142

[illegible]

2 4 6 4 6 8

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE

X: _____ For Deposit to:
Reagor Auto Mail Ltd
Acct# 4016015978

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000404	678710770000404
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$37,097.00	\$37,097.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000404	4010293123
Previous Item Amount	\$60,189.00	\$60,189.00
Next Item Amount	\$1,121.84	\$920.00

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 667-7771 FAX: (806) 667-7773
www.reagor.com

FIRST CAPITAL BANK OF TEXAS 88-2420/1183 CHECK# 191375

191375

PAY **SIXTY THOUSAND ONE HUNDRED EIGHTY NINE DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$60,189.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

AUTHORIZED SIGNATURE

191375 11163242018 050003144

1. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

2. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

3. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

4. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

5. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

6. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

7. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

8. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

9. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

10. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

10771880040300 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

40300

ENDORSE HERE

For Deposit to:
Reagor Auto Mall Ltd
Acct # 4016015978

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000403	678710770000403
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$60,189.00	\$60,189.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000403	4010293119
Previous Item Amount	\$36,332.00	\$36,332.00
Next Item Amount	\$37,097.00	\$37,097.00

[illegible]

30040200

ENDORSE HERE
 X
 For Deposit to:
 Respor Auto Mail Ltd
 Acct#4016015978
 DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 RETURNED TO: NATIONAL INSTITUTION

APP 0145

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
http://reagorauto.com/lubbock_tx

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 88-24201163 CHECK# 191370

191370

PAY **FIFTY THREE THOUSAND TWO HUNDRED ONE DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$53,201.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

AUTHORIZED SIGNATURE

191370 1163242011 0500031144

United States Treasury
Security Features
Check for these features to help protect against counterfeit money:
- Watermark: Hold the bill up to the light. The portrait of George Washington should be visible.
- Color: The bill is primarily green, with blue and red accents.
- Size: The bill is 6.14 inches wide and 2.61 inches high.
- Texture: The paper has a slightly rough, fibrous texture.
- Sound: The bill has a crisp, distinct sound when crumpled.
- Smell: The bill has a faint, pleasant scent.
- Tactile: The bill has a distinct texture, with raised areas and grooves.
- Visual: The bill has a clear, sharp image of George Washington.

FEDERAL RESERVE BOARD OF GOVERNORS REG. NO. 1

10771880040100 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

040100

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

DO NOT WRITE OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000401	678710770000401
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$53,201.00	\$53,201.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000401	4010293106
Previous Item Amount	\$49,077.00	\$49,077.00
Next Item Amount	\$36,332.00	\$36,332.00

[illegible]

040000

ENCLOSURE HERE

X

For Deposit to:
Reagor Auto Maint'd
Acct#4016015978

DO NOT WRITE, STAMP OR SIGN BEYOND THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

APP 0147

Check21 Fed Lookup Information

1311 1ST STREET
LUBBOCK, TX 79401
PHONE: (806) 687-7771
FAX: (806) 687-7773
www.reagor.com

FIRST CAPITAL BANK
OF TEXAS
LUBBOCK, TX 79413

CHECK# 191326

191326

PAY **FIFTY THREE THOUSAND NINE HUNDRED SEVENTY TWO DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$53,972.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

191326 111319347 050003144

1. This check is a negotiable instrument and is subject to the Uniform Commercial Code (UCC) as adopted by the state of Texas.

2. This check is a cash instrument and is not payable to order or to the order of any person.

3. This check is a cash instrument and is not payable to order or to the order of any person.

4. This check is a cash instrument and is not payable to order or to the order of any person.

5. This check is a cash instrument and is not payable to order or to the order of any person.

6. This check is a cash instrument and is not payable to order or to the order of any person.

7. This check is a cash instrument and is not payable to order or to the order of any person.

8. This check is a cash instrument and is not payable to order or to the order of any person.

9. This check is a cash instrument and is not payable to order or to the order of any person.

10. This check is a cash instrument and is not payable to order or to the order of any person.

10771880039900 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

039900

ENDORSE HERE

X

For Deposit to:
Reagor Auto Mall Ltd
Acct# 4015015978

DO NOT WRITE STRIKE OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000399	678710770000399
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$53,972.00	\$53,972.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000399	4010293095
Previous Item Amount	\$57,024.00	\$57,024.00
Next Item Amount	\$49,077.00	\$49,077.00

[illegible]

39800

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

APP 0149

Check21 Fed Lookup Information

reagor 1211 19th STREET LUBBOCK, TX 79401
PHONE (806) 687-7371 FAX (806) 687-7773
www.reagor.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 88-24201163 CHECK# 191330

191330

PAY **FIFTY NINE THOUSAND NINE HUNDRED SIXTY FOUR DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$59,964.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

[Signature]
AUTHORIZED SIGNATURE

⑈191330⑈ ⑆116324201⑆ 050003144⑈

Under the terms of the check, the payee agrees to hold the check for the full term of the check and to not cash or deposit the check until the full term of the check has expired. If the payee cashes or deposits the check before the full term of the check has expired, the payee agrees to hold the check for the full term of the check and to not cash or deposit the check until the full term of the check has expired. If the payee cashes or deposits the check before the full term of the check has expired, the payee agrees to hold the check for the full term of the check and to not cash or deposit the check until the full term of the check has expired.

Security Features: Microprint, Security Thread, Watermark, and other features.

Check Number: 191330

Check Date: 07/30/18

Check Amount: \$59,964.00

Check Status: VOID AFTER 120 DAYS

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

10771880039700 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

039700

ENCLOSURE HERE

For Deposit to:
Reagor Auto Mall Ltd
Acct# 4015015978

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000397	678710770000397
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$59,964.00	\$59,964.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000397	4010293085
Previous Item Amount	\$42,027.00	\$42,027.00
Next Item Amount	\$57,024.00	\$57,024.00

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
www.reagor.com/lubbock,tx

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401

CHECK# 191234 191234

PAY **FORTY TWO THOUSAND TWENTY SEVEN DOLLARS AND 00/100**

DATE 07/28/18 AMOUNT \$42,027.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

[Signature]
AUTHORIZED SIGNATURE

⑈191234⑈ ⑆116324201⑆ 050003144⑈

1. Federal Reserve Bank of Dallas
2. Federal Reserve Bank of Dallas
3. Federal Reserve Bank of Dallas
4. Federal Reserve Bank of Dallas
5. Federal Reserve Bank of Dallas
6. Federal Reserve Bank of Dallas
7. Federal Reserve Bank of Dallas
8. Federal Reserve Bank of Dallas
9. Federal Reserve Bank of Dallas
10. Federal Reserve Bank of Dallas
11. Federal Reserve Bank of Dallas
12. Federal Reserve Bank of Dallas
13. Federal Reserve Bank of Dallas
14. Federal Reserve Bank of Dallas
15. Federal Reserve Bank of Dallas
16. Federal Reserve Bank of Dallas
17. Federal Reserve Bank of Dallas
18. Federal Reserve Bank of Dallas
19. Federal Reserve Bank of Dallas
20. Federal Reserve Bank of Dallas
21. Federal Reserve Bank of Dallas
22. Federal Reserve Bank of Dallas
23. Federal Reserve Bank of Dallas
24. Federal Reserve Bank of Dallas
25. Federal Reserve Bank of Dallas
26. Federal Reserve Bank of Dallas
27. Federal Reserve Bank of Dallas
28. Federal Reserve Bank of Dallas
29. Federal Reserve Bank of Dallas
30. Federal Reserve Bank of Dallas
31. Federal Reserve Bank of Dallas
32. Federal Reserve Bank of Dallas
33. Federal Reserve Bank of Dallas
34. Federal Reserve Bank of Dallas
35. Federal Reserve Bank of Dallas
36. Federal Reserve Bank of Dallas
37. Federal Reserve Bank of Dallas
38. Federal Reserve Bank of Dallas
39. Federal Reserve Bank of Dallas
40. Federal Reserve Bank of Dallas
41. Federal Reserve Bank of Dallas
42. Federal Reserve Bank of Dallas
43. Federal Reserve Bank of Dallas
44. Federal Reserve Bank of Dallas
45. Federal Reserve Bank of Dallas
46. Federal Reserve Bank of Dallas
47. Federal Reserve Bank of Dallas
48. Federal Reserve Bank of Dallas
49. Federal Reserve Bank of Dallas
50. Federal Reserve Bank of Dallas
51. Federal Reserve Bank of Dallas
52. Federal Reserve Bank of Dallas
53. Federal Reserve Bank of Dallas
54. Federal Reserve Bank of Dallas
55. Federal Reserve Bank of Dallas
56. Federal Reserve Bank of Dallas
57. Federal Reserve Bank of Dallas
58. Federal Reserve Bank of Dallas
59. Federal Reserve Bank of Dallas
60. Federal Reserve Bank of Dallas
61. Federal Reserve Bank of Dallas
62. Federal Reserve Bank of Dallas
63. Federal Reserve Bank of Dallas
64. Federal Reserve Bank of Dallas
65. Federal Reserve Bank of Dallas
66. Federal Reserve Bank of Dallas
67. Federal Reserve Bank of Dallas
68. Federal Reserve Bank of Dallas
69. Federal Reserve Bank of Dallas
70. Federal Reserve Bank of Dallas
71. Federal Reserve Bank of Dallas
72. Federal Reserve Bank of Dallas
73. Federal Reserve Bank of Dallas
74. Federal Reserve Bank of Dallas
75. Federal Reserve Bank of Dallas
76. Federal Reserve Bank of Dallas
77. Federal Reserve Bank of Dallas
78. Federal Reserve Bank of Dallas
79. Federal Reserve Bank of Dallas
80. Federal Reserve Bank of Dallas
81. Federal Reserve Bank of Dallas
82. Federal Reserve Bank of Dallas
83. Federal Reserve Bank of Dallas
84. Federal Reserve Bank of Dallas
85. Federal Reserve Bank of Dallas
86. Federal Reserve Bank of Dallas
87. Federal Reserve Bank of Dallas
88. Federal Reserve Bank of Dallas
89. Federal Reserve Bank of Dallas
90. Federal Reserve Bank of Dallas
91. Federal Reserve Bank of Dallas
92. Federal Reserve Bank of Dallas
93. Federal Reserve Bank of Dallas
94. Federal Reserve Bank of Dallas
95. Federal Reserve Bank of Dallas
96. Federal Reserve Bank of Dallas
97. Federal Reserve Bank of Dallas
98. Federal Reserve Bank of Dallas
99. Federal Reserve Bank of Dallas
100. Federal Reserve Bank of Dallas

10771860039600 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

39600

ENDORSE HERE

X

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000396	678710770000396
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$42,027.00	\$42,027.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000396	4010293076
Previous Item Amount	\$54,025.00	\$54,025.00
Next Item Amount	\$59,964.00	\$59,964.00

Check21 Fed Lookup Information

FOR DEPOSIT ONLY. DO NOT WRITE IN THESE SPACES.

R reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
www.reagor.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 88-2420/1163 CHECK# 191336

191336

PAY **FIFTY FOUR THOUSAND TWENTY FIVE DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$54,025.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

191336 11163242018 0500031144

1. Deposit to your account
2. Deposit to your account
3. Deposit to your account
4. Deposit to your account
5. Deposit to your account
6. Deposit to your account
7. Deposit to your account
8. Deposit to your account
9. Deposit to your account
10. Deposit to your account
11. Deposit to your account
12. Deposit to your account
13. Deposit to your account
14. Deposit to your account
15. Deposit to your account
16. Deposit to your account
17. Deposit to your account
18. Deposit to your account
19. Deposit to your account
20. Deposit to your account
21. Deposit to your account
22. Deposit to your account
23. Deposit to your account
24. Deposit to your account
25. Deposit to your account
26. Deposit to your account
27. Deposit to your account
28. Deposit to your account
29. Deposit to your account
30. Deposit to your account
31. Deposit to your account
32. Deposit to your account
33. Deposit to your account
34. Deposit to your account
35. Deposit to your account
36. Deposit to your account
37. Deposit to your account
38. Deposit to your account
39. Deposit to your account
40. Deposit to your account
41. Deposit to your account
42. Deposit to your account
43. Deposit to your account
44. Deposit to your account
45. Deposit to your account
46. Deposit to your account
47. Deposit to your account
48. Deposit to your account
49. Deposit to your account
50. Deposit to your account
51. Deposit to your account
52. Deposit to your account
53. Deposit to your account
54. Deposit to your account
55. Deposit to your account
56. Deposit to your account
57. Deposit to your account
58. Deposit to your account
59. Deposit to your account
60. Deposit to your account
61. Deposit to your account
62. Deposit to your account
63. Deposit to your account
64. Deposit to your account
65. Deposit to your account
66. Deposit to your account
67. Deposit to your account
68. Deposit to your account
69. Deposit to your account
70. Deposit to your account
71. Deposit to your account
72. Deposit to your account
73. Deposit to your account
74. Deposit to your account
75. Deposit to your account
76. Deposit to your account
77. Deposit to your account
78. Deposit to your account
79. Deposit to your account
80. Deposit to your account
81. Deposit to your account
82. Deposit to your account
83. Deposit to your account
84. Deposit to your account
85. Deposit to your account
86. Deposit to your account
87. Deposit to your account
88. Deposit to your account
89. Deposit to your account
90. Deposit to your account
91. Deposit to your account
92. Deposit to your account
93. Deposit to your account
94. Deposit to your account
95. Deposit to your account
96. Deposit to your account
97. Deposit to your account
98. Deposit to your account
99. Deposit to your account
100. Deposit to your account

10771880039500 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

39500

ENDORSE HERE

X

For Deposit to:
Reagor Auto Mall Ltd
A/C# 4016015978

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000395	678710770000395
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$54,025.00	\$54,025.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000395	4010293072
Previous Item Amount	\$150.00	\$430.20
Next Item Amount	\$42,027.00	\$42,027.00

EXHIBIT A-14



Statutory Warning Demand Letter

Friday, August 03, 2018

**REAGOR AUTO MALL, LTD.
ATTN: MR. RICK DYKES
1215 AVE J
LUBBOCK, TX 79401**

Dear Sir,

The below check(s) were returned for the following reason:

☐ Insufficient Funds ☐ Account Closed ☒ Uncollected Funds

Check Number	Amount	Dated	Bank Drawn Off of	Payable to
191010	\$37,601.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191005	\$38,123.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191011	\$39,862.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191004	\$39,997.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191003	\$43,444.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191002	\$48,246.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191001	\$53,027.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
190444	\$57,246.00	7/22/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
190998	\$59,064.00	7/26/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
190446	\$59,517.00	7/22/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
190448	\$62,391.00	7/22/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
190449	\$63,762.00	7/22/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191230	\$38,750.00	7/28/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191231	\$39,125.00	7/28/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191232	\$40,217.00	7/28/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191235	\$43,044.00	7/28/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191238	\$44,227.00	7/28/2017	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191237	\$45,668.00	7/28/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191338	\$50,992.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191331	\$51,456.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191328	\$53,998.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191325	\$58,064.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191335	\$60,097.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191334	\$62,998.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191372	\$37,097.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191375	\$60,189.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191374	\$36,332.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191370	\$53,201.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191337	\$49,077.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191326	\$53,972.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.

APP 0154

Continued on next page

191329	\$57,024.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191330	\$59,964.00	7/30/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.
191234	\$42,027.00	7/28/2018	First Capital Bank of Lubbock	Reagor Auto Mall LTD.

Total: \$1,639,799.00

This is a demand for payment in full for the check(s) or order(s) not paid because the reason listed above. If you fail to make payment in full within 10 days after the date of this notice, the failure to pay created a presumption for committing an offense, and this matter will be referred to the Lubbock County District Attorney's Hot Check Office for criminal prosecution.

Sincerely,



FirstBank & Trust Co.
Deposit Operations Team Leader/Banking Officer
806.776.6804 direct line
jonathan.bloxom@firstbanktexas.com
9826 Slide Rd Ste 100
Lubbock, TX 79424

CC via email: Mr. Jared Townsend, VP, FirstBank & Trust
Mr. Tim White, EVP/Chief Credit Officer, FirstBank & Trust
Mr. Greg Garland, President, FirstBank & Trust

[illegible]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE

X

For Deposit to:

Reagor Auto Mall Ltd

Acct#4016015978

APP 0156

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
www.reagorauto.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79415 CHECK# 190448

190448

PAY **SIXTY TWO THOUSAND THREE HUNDRED NINETY ONE DOLLARS AND 00/100**

DATE 07/22/18 AMOUNT \$62,391.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

[Signature]
AUTHORIZED SIGNATURE

⑈190448⑈ ⑆116324201⑆ ⑆50003114⑈

Used to verify the authenticity of the check and to ensure that the check is not a duplicate or altered. This information is provided for your reference only and does not constitute a guarantee or warranty of the accuracy of the information. The Federal Reserve Board of Governors is responsible for the accuracy of the information.

Security Features:
- Check Number: 190448
- Amount: \$62,391.00
- Date: 07/22/18
- MICR Line: ⑆190448⑈ ⑆116324201⑆ ⑆50003114⑈

For more information, visit www.frb.org

10771860062500 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

ENDORSE HERE

X

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

DO NOT WRITE STRIPS OR SIGN BELOW THIS LINE
RESERVED FOR FEDERAL RESERVE USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000625	678310770000625
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$62,391.00	\$62,391.00
Created Time	07/27/2018 21:01	08/02/2018 08:35
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000625	3996372148
Previous Item Amount	\$59,517.00	\$59,517.00
Next Item Amount	\$63,762.00	\$7,290.91

ENDORSE HERE

FOR Deposit to:
Regent Auto Mail Ltd
Acct#401604598

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

APP 0158

Check21 Fed Lookup Information

THE FACE OF THIS CHECK MUST HAVE A MICR LINE AT THE BOTTOM OF THE CHECK.

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
www.reagorauto.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79413 CHECK# 190444

190444

PAY **FIFTY SEVEN THOUSAND TWO HUNDRED FORTY SIX DOLLARS AND 00/100**

DATE 07/22/18 AMOUNT \$57,246.00

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

VOID AFTER 120 DAYS

[Signature]
AUTHORIZED SIGNATURE

⑆190444⑆ ⑆1113124201⑆ ⑆050003144⑆

1. Limited liability of the signatory is not affected by the signature of the check. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check.

2. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check.

3. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check.

4. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check.

5. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check.

6. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check.

7. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check.

8. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check.

9. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check.

10. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check. The signatory is not liable for the payment of the check.

10771860062300 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

ENDORSE HERE

X

For Deposit to:
Reagor Auto Mall Ltd
Acct-4016015978

DO NOT WRITE STRAIGHT OR BEND BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000623	678310770000623
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$57,246.00	\$57,246.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000623	3996372132
Previous Item Amount	\$39,862.00	\$53,027.00
Next Item Amount	\$59,517.00	\$59,064.00

1 **Personal identity** is a characteristic of an individual that distinguishes him or her from other people. Personal characteristics, such as name, sex, age, height, weight, eye color, hair color, and skin color, are all personal identifiers.

Security Parameters:

- **Confidentiality:** Protects the information from unauthorized disclosure.
- **Integrity:** Ensures that the information is accurate and has not been altered.
- **Availability:** Ensures that the information is accessible to authorized users.
- **Non-repudiation:** Ensures that the information cannot be denied by the sender.
- **Authentication:** Ensures that the information is from the sender and not from an unauthorized user.

One must be careful not to disclose too much information. If you disclose too much information, you may be able to identify the sender of the message.

FEDERAL RESERVE BOARD OF GOVERNORS REG 2 CC

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE.

APP 0160

Check21 Fed Lookup Information

R reagor 1311 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
www.reagorauto.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 88-2420/1153 CHECK# 191010

191010

PAY **THIRTY SEVEN THOUSAND SIX HUNDRED ONE DOLLARS AND 00/100**

DATE	AMOUNT
07/26/18	\$37,601.00

VOID AFTER 120 DAYS

[Signature]
NOT-CHECKED SIGNATURE

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

⑈191010⑈ ⑆1116324201⑆ 050003114⑈

Use of this document is limited to the purpose of providing information to the Federal Reserve Board of Governors and its branches. It is not to be used for any other purpose. This document is the property of the Federal Reserve Board of Governors and its branches. It is to be returned to the Federal Reserve Board of Governors and its branches upon request.

Security Features:
- Chemical Security Paper
- Watermark
- Microprint
- Color Shifting Ink
- Laser Security Features
- Security Thread
- Security Features

Use of this document is limited to the purpose of providing information to the Federal Reserve Board of Governors and its branches. It is not to be used for any other purpose. This document is the property of the Federal Reserve Board of Governors and its branches. It is to be returned to the Federal Reserve Board of Governors and its branches upon request.

10771860062100 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FEDERAL INSTITUTION USE

ENCLOSE HERE
X
For Deposit to:
Reagor Auto Mall
Acct# 401601145

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000621	678310770000621
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$37,601.00	\$37,601.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000621	3996372095
Previous Item Amount	\$38,123.00	\$237.60
Next Item Amount	\$39,862.00	\$38,123.00

[illegible]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FIDUCIARY INSTITUTION USE

APP 0162

Check21 Fed Lookup Information

reagor 1211 19th STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
www.reagor.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401

CHECK# 191001 191001

PAY **FIFTY THREE THOUSAND TWENTY SEVEN DOLLARS AND 00/100**

DATE 07/26/18 AMOUNT \$53,027.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

[Signature]
AUTHORIZED SIGNATURE

⑈19100⑈ ⑆111319347⑆ 050003144⑈

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

10771860061900 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

10771860061900 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000619	678310770000619
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$53,027.00	\$53,027.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000619	3996372126
Previous Item Amount	\$39,997.00	\$48,246.00
Next Item Amount	\$38,123.00	\$57,246.00

Check21 Fed Lookup Information

R reagor 1211 19TH STREET LUBBOCK, TX 79401
 PHONE: (806) 487-7771 FAX: (806) 487-7773
 www.reagor.com/lubbock_tx

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 88-2420/1163 CHECK# 191004 191004

PAY **THIRTY NINE THOUSAND NINE HUNDRED NINETY SEVEN DOLLARS AND 00/100**

DATE 07/28/18 AMOUNT \$39,997.00

TO THE ORDER OF REAGOR AUTO MALL LTD
 1211 19TH ST
 LUBBOCK TX 79401

VOID AFTER 120 DAYS

[Signature]
 AUTHORIZED SIGNATURE

⑈191004⑈ ⑆1113124201⑆ 050003144⑈

1. Federal Reserve Bank of Dallas
 2. Federal Reserve Bank of Dallas
 3. Federal Reserve Bank of Dallas
 4. Federal Reserve Bank of Dallas
 5. Federal Reserve Bank of Dallas
 6. Federal Reserve Bank of Dallas
 7. Federal Reserve Bank of Dallas
 8. Federal Reserve Bank of Dallas
 9. Federal Reserve Bank of Dallas
 10. Federal Reserve Bank of Dallas
 11. Federal Reserve Bank of Dallas
 12. Federal Reserve Bank of Dallas
 13. Federal Reserve Bank of Dallas
 14. Federal Reserve Bank of Dallas
 15. Federal Reserve Bank of Dallas
 16. Federal Reserve Bank of Dallas
 17. Federal Reserve Bank of Dallas
 18. Federal Reserve Bank of Dallas
 19. Federal Reserve Bank of Dallas
 20. Federal Reserve Bank of Dallas
 21. Federal Reserve Bank of Dallas
 22. Federal Reserve Bank of Dallas
 23. Federal Reserve Bank of Dallas
 24. Federal Reserve Bank of Dallas
 25. Federal Reserve Bank of Dallas
 26. Federal Reserve Bank of Dallas
 27. Federal Reserve Bank of Dallas
 28. Federal Reserve Bank of Dallas
 29. Federal Reserve Bank of Dallas
 30. Federal Reserve Bank of Dallas
 31. Federal Reserve Bank of Dallas
 32. Federal Reserve Bank of Dallas
 33. Federal Reserve Bank of Dallas
 34. Federal Reserve Bank of Dallas
 35. Federal Reserve Bank of Dallas
 36. Federal Reserve Bank of Dallas
 37. Federal Reserve Bank of Dallas
 38. Federal Reserve Bank of Dallas
 39. Federal Reserve Bank of Dallas
 40. Federal Reserve Bank of Dallas
 41. Federal Reserve Bank of Dallas
 42. Federal Reserve Bank of Dallas
 43. Federal Reserve Bank of Dallas
 44. Federal Reserve Bank of Dallas
 45. Federal Reserve Bank of Dallas
 46. Federal Reserve Bank of Dallas
 47. Federal Reserve Bank of Dallas
 48. Federal Reserve Bank of Dallas
 49. Federal Reserve Bank of Dallas
 50. Federal Reserve Bank of Dallas
 51. Federal Reserve Bank of Dallas
 52. Federal Reserve Bank of Dallas
 53. Federal Reserve Bank of Dallas
 54. Federal Reserve Bank of Dallas
 55. Federal Reserve Bank of Dallas
 56. Federal Reserve Bank of Dallas
 57. Federal Reserve Bank of Dallas
 58. Federal Reserve Bank of Dallas
 59. Federal Reserve Bank of Dallas
 60. Federal Reserve Bank of Dallas
 61. Federal Reserve Bank of Dallas
 62. Federal Reserve Bank of Dallas
 63. Federal Reserve Bank of Dallas
 64. Federal Reserve Bank of Dallas
 65. Federal Reserve Bank of Dallas
 66. Federal Reserve Bank of Dallas
 67. Federal Reserve Bank of Dallas
 68. Federal Reserve Bank of Dallas
 69. Federal Reserve Bank of Dallas
 70. Federal Reserve Bank of Dallas
 71. Federal Reserve Bank of Dallas
 72. Federal Reserve Bank of Dallas
 73. Federal Reserve Bank of Dallas
 74. Federal Reserve Bank of Dallas
 75. Federal Reserve Bank of Dallas
 76. Federal Reserve Bank of Dallas
 77. Federal Reserve Bank of Dallas
 78. Federal Reserve Bank of Dallas
 79. Federal Reserve Bank of Dallas
 80. Federal Reserve Bank of Dallas
 81. Federal Reserve Bank of Dallas
 82. Federal Reserve Bank of Dallas
 83. Federal Reserve Bank of Dallas
 84. Federal Reserve Bank of Dallas
 85. Federal Reserve Bank of Dallas
 86. Federal Reserve Bank of Dallas
 87. Federal Reserve Bank of Dallas
 88. Federal Reserve Bank of Dallas
 89. Federal Reserve Bank of Dallas
 90. Federal Reserve Bank of Dallas
 91. Federal Reserve Bank of Dallas
 92. Federal Reserve Bank of Dallas
 93. Federal Reserve Bank of Dallas
 94. Federal Reserve Bank of Dallas
 95. Federal Reserve Bank of Dallas
 96. Federal Reserve Bank of Dallas
 97. Federal Reserve Bank of Dallas
 98. Federal Reserve Bank of Dallas
 99. Federal Reserve Bank of Dallas
 100. Federal Reserve Bank of Dallas

10771860061800 07-27-2018 >111319347<
 First Bank & Trust
 Lubbock, TX

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 RECORDED FOR FEDERAL RESERVE USE

For Deposit to:
 Reagor Auto Mall Ltd
 Account: 4016015978

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000618	678310770000618
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$39,997.00	\$39,997.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000618	3996372106
Previous Item Amount	\$43,444.00	\$39,862.00
Next Item Amount	\$53,027.00	\$43,444.00

Check21 Fed Lookup Information

R reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 682-7771 FAX: (806) 682-7773
www.reagorauto.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 BB:2420/1163 CHECK# 191003 191003

PAY **FORTY THREE THOUSAND FOUR HUNDRED FORTY FOUR DOLLARS AND 00/100**

DATE 07/26/18 AMOUNT \$43,444.00

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

VOID AFTER 120 DAYS

[Signature]
AUTHORIZED SIGNATURE

⑈191003⑈ ⑆111319347⑆ 050003144⑈

United States Treasury
Federal Reserve Bank of Dallas
Security Features
Check Number 191003
Amount \$43,444.00
Date 07/26/18
Payable to Reagor Auto Mall Ltd
Lubbock, TX 79401

10771860061700 07-27-2018 >111319347<
First Bank & Trust
Lubbock, TX

250 N. MOUNTAIN VIEW, SUITE 100, LUBBOCK, TX 79401
For Deposit to:
Reagor Auto Mall Ltd
Acct# 4016015978

ENDORSE HERE
X

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678310770000617	678310770000617
Posting Date	07/27/2018	07/27/2018
Run Sequence	1012	1012
Batch Sequence	18	18
Amount	\$43,444.00	\$43,444.00
Created Time	07/27/2018 21:01	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$6,939,351.54	\$1,207,676.51
Cash Letter Date	07/27/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$682,743.97	\$1,207,676.51
Sequence	678310770000617	3996372109
Previous Item Amount	\$59,064.00	\$39,997.00
Next Item Amount	\$39,997.00	\$48,246.00

1 **Medical mail is a controlled substance.** Federal law prohibits the use of the mail to transport controlled substances. Federal law prohibits the use of the mail to transport controlled substances. Federal law prohibits the use of the mail to transport controlled substances.

Security Features:

- Chemical Resistant Paper
- Water Marking - 100
- Fluorescent Color
- Machine Readable MICR
- Multiple Security Features
- Opaque Security Features

FEDERAL RESERVE BOARD OF GOVERNORS REG. CO.

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE.

For Deposit to:
Reagor Auto Mail Ltd
Acct# 4016015078

APP 0166

1 Label this document as follows: _____

2 **1** **2** **3** **4** **5** **6** **7** **8** **9** **10** **11** **12** **13** **14** **15** **16** **17** **18** **19** **20** **21** **22** **23** **24** **25** **26** **27** **28** **29** **30** **31** **32** **33** **34** **35** **36** **37** **38** **39** **40** **41** **42** **43** **44** **45** **46** **47** **48** **49** **50** **51** **52** **53** **54** **55** **56** **57** **58** **59** **60** **61** **62** **63** **64** **65** **66** **67** **68** **69** **70** **71** **72** **73** **74** **75** **76** **77** **78** **79** **80** **81** **82** **83** **84** **85** **86** **87** **88** **89** **90** **91** **92** **93** **94** **95** **96** **97** **98** **99** **00** **01** **02** **03** **04** **05** **06** **07** **08** **09** **10** **11** **12** **13** **14** **15** **16** **17** **18** **19** **20** **21** **22** **23** **24** **25** **26** **27** **28** **29** **30** **31** **32** **33** **34** **35** **36** **37** **38** **39** **40** **41** **42** **43** **44** **45** **46** **47** **48** **49** **50** **51** **52** **53** **54** **55** **56** **57** **58** **59** **60** **61** **62** **63** **64** **65** **66** **67** **68** **69** **70** **71** **72** **73** **74** **75** **76** **77** **78** **79** **80** **81** **82** **83** **84** **85** **86** **87** **88** **89** **90** **91** **92** **93** **94** **95** **96** **97** **98** **99** **00** **01** **02** **03** **04** **05** **06** **07** **08** **09** **10** **11** **12** **13** **14** **15** **16** **17** **18** **19** **20** **21** **22** **23** **24** **25** **26** **27** **28** **29** **30** **31** **32** **33** **34** **35** **36** **37** **38** **39** **40** **41** **42** **43** **44** **45** **46** **47** **48** **49** **50** **51** **52** **53** **54** **55** **56** **57** **58** **59** **60** **61** **62** **63** **64** **65** **66** **67** **68** **69** **70** **71** **72** **73** **74** **75** **76** **77** **78** **79** **80** **81** **82** **83** **84** **85** **86** **87** **88** **89** **90** **91** **92** **93** **94** **95** **96** **97** **98** **99** **00** **01** **02** **03** **04** **05** **06** **07** **08** **09** **10** **11** **12** **13** **14** **15** **16** **17** **18** **19** **20** **21** **22** **23** **24** **25** **26** **27** **28** **29** **30** **31** **32** **33** **34** **35** **36** **37** **38** **39** **40** **41** **42** **43** **44** **45** **46** **47** **48** **49** **50** **51** **52** **53** **54** **55** **56** **57** **58** **59** **60** **61** **62** **63** **64** **65** **66** **67** **68** **69** **70** **71** **72** **73** **74** **75** **76** **77** **78** **79** **80** **81** **82** **83** **84** **85** **86** **87** **88** **89** **90** **91** **92** **93** **94** **95** **96** **97** **98** **99** **00** **01** **02** **03** **04** **05** **06** **07** **08** **09** **10** **11** **12** **13** **14** **15** **16** **17** **18** **19** **20** **21** **22** **23** **24** **25** **26** **27** **28** **29** **30** **31** **32** **33** **34** **35** **36** **37** **38** **39** **40** **41** **42** **43** **44** **45** **46** **47** **48** **49** **50** **51** **52** **53** **54** **55** **56** **57** **58** **59** **60** **61** **62** **63** **64** **65** **66** **67** **68** **69** **70** **71** **72** **73** **74** **75** **76** **77** **78** **79** **80** **81** **82** **83** **84** **85** **86** **87** **88** **89** **90** **91** **92** **93** **94** **95** **96** **97** **98** **99** **00** **01** **02** **03** **04** **05** **06** **07** **08** **09** **10** **1**

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE.

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

APP 0167

[illegible]

7 0 0 7 2 4 0

DO NOT WRITE, BRUISE OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

APP 0168

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
FEDERAL RESERVE BOARD OF GOVERNORS REG. NO.

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 CHECK# 191334

191334

PAY **SIXTY TWO THOUSAND NINE HUNDRED NINETY EIGHT DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$62,998.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

191334 111319347 050003114

1. Endorsements must be made on the back of the document.
2. The document must be signed by the person or entity that is the owner of the document.
3. The document must be signed by the person or entity that is the owner of the document.
4. The document must be signed by the person or entity that is the owner of the document.
5. The document must be signed by the person or entity that is the owner of the document.
6. The document must be signed by the person or entity that is the owner of the document.
7. The document must be signed by the person or entity that is the owner of the document.
8. The document must be signed by the person or entity that is the owner of the document.
9. The document must be signed by the person or entity that is the owner of the document.
10. The document must be signed by the person or entity that is the owner of the document.

10771870023300 07-30-2018 >111319347<
First Bank & Trust
Lubbock, TX

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

ENDORSE HERE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000233	678610770000233
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$62,998.00	\$62,998.00
Created Time	07/30/2018 20:42	08/02/2018 08:35
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000233	3996370397
Previous Item Amount	\$44,227.00	\$60,097.00
Next Item Amount	\$38,750.00	\$237.60

[illegible]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
Greager Auto Mall Ltd
Acct # 4016015970

ENDORSE HERE

APP 0170

1

• Physical Security is the maintenance of the physical and environmental conditions of the information system assets.

• Security Framework -

- Security Policy -
- Operational Security Policy -
- Access Policy - "who"
- Need-to-know - "what"
- Need-to-know - "where"
- Need-to-know - "when"
- Need-to-know - "how"

(The agency requires "a) to be advised of the documents and files that contain the sensitive and critical information; b) to be authorized to access the information; and c) to be authorized to use the information.")

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
Reader Auto Mail Ltd
Acct# 4016015668

APP 0171

Check21 Fed Lookup Information

THE FACE OF THIS DOCUMENT WAS A COLORED BACKGROUND ON WHICH THE

reagor
1211 19TH STREET
LUBBOCK, TX 79401
PHONE: (806) 687-7771
FAX: (806) 687-7771
www.reagorauto.com

FIRST CAPITAL BANK
OF TEXAS
LUBBOCK, TX 79415

CHECK# 191231

191231

PAY **THIRTY NINE THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS AND 00/100**

DATE 07/28/18 AMOUNT \$39,125.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

191231 1116324201 050003144

Under the terms of the agreement, the bank is not responsible for the accuracy of the information provided by the customer. The bank is not responsible for the accuracy of the information provided by the customer. The bank is not responsible for the accuracy of the information provided by the customer.

Security Features:
- Chemical Protection Paper
- Microprint
- Watermark
- Security Thread
- Security Glue
- Security Hologram
- Security Ink
- Security Paper
- Security Thread
- Security Glue
- Security Hologram
- Security Ink
- Security Paper

FEDERAL RESERVE BOARD OF GOVERNORS REG. NO.

10771870623000 07-30-2018 >111319347<
First Bank & Trust
Lubbock, TX

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
Reagor Auto Mall Ltd
Acc# 4016015018

ENDORSE HERE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000230	678610770000230
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$39,125.00	\$39,125.00
Created Time	07/30/2018 20:42	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000230	3996370322
Previous Item Amount	\$53,998.00	\$38,750.00
Next Item Amount	\$50,992.00	\$40,217.00

191328 01163242010 050003144

[illegible]

10771870022900 07-30-2018 >111319347<
First Bank & Trust
Lubbock , TX

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

For Deposit to:
Preagor Auto Mall, Ltd.
Acct #401601-7-3

APP 0173

Check21 Fed Lookup Information

R reagor
1211 19TH STREET
LUBBOCK, TX 79401
PHONE: (806) 687-7771
FAX: (806) 687-7775
www.reagor.com

FIRST CAPITAL BANK
OF TEXAS
LUBBOCK, TX 79401

CHECK# 191335

191335

PAY **SIXTY THOUSAND NINETY SEVEN DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$60,097.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

191335 1163242018 050003144

Use this check to make a deposit to your account. This check is not valid for cashing. If you need to cash this check, please contact your bank. This check is not valid for cashing. If you need to cash this check, please contact your bank. This check is not valid for cashing. If you need to cash this check, please contact your bank.

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
Reagor Auto Mall Ltd
Acc#4016015978

ENDORSE HERE

10771870022800 07-30-2018 >111319347<
First Bank & Trust
Lubbock, TX

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000228	678610770000228
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$60,097.00	\$60,097.00
Created Time	07/30/2018 20:42	08/02/2018 08:35
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000228	3996370367
Previous Item Amount	\$45,668.00	\$58,064.00
Next Item Amount	\$53,998.00	\$62,998.00

[illegible]

0 0 2 2 7 4 0

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

For Deposit to:
Reagor Auto-Mall-Ltd.
Acct#4016015978

ENDORSE HERE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000227	678610770000227
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$45,668.00	\$45,668.00
Created Time	07/30/2018 20:42	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000227	3996370337
Previous Item Amount	\$51,456.00	\$44,227.00
Next Item Amount	\$60,097.00	\$50,992.00

Check21 Fed Lookup Information

reagor 1211 19th STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
www.reagorauto.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79411 CHECK# 191331

191331

PAY **FIFTY ONE THOUSAND FOUR HUNDRED FIFTY SIX DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$51,456.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

191331 163242018 050003114

1. Issuance Date
2. Amount
3. Date
4. Signature
5. Endorsement
6. MICR Line
7. Security Features
8. Check Number
9. Check Type
10. Check Status
11. Check History
12. Check Image
13. Check Verification
14. Check Validation
15. Check Authentication
16. Check Authorization
17. Check Approval
18. Check Acceptance
19. Check Acknowledgment
20. Check Acknowledgment
21. Check Acknowledgment
22. Check Acknowledgment
23. Check Acknowledgment
24. Check Acknowledgment
25. Check Acknowledgment
26. Check Acknowledgment
27. Check Acknowledgment
28. Check Acknowledgment
29. Check Acknowledgment
30. Check Acknowledgment
31. Check Acknowledgment
32. Check Acknowledgment
33. Check Acknowledgment
34. Check Acknowledgment
35. Check Acknowledgment
36. Check Acknowledgment
37. Check Acknowledgment
38. Check Acknowledgment
39. Check Acknowledgment
40. Check Acknowledgment
41. Check Acknowledgment
42. Check Acknowledgment
43. Check Acknowledgment
44. Check Acknowledgment
45. Check Acknowledgment
46. Check Acknowledgment
47. Check Acknowledgment
48. Check Acknowledgment
49. Check Acknowledgment
50. Check Acknowledgment
51. Check Acknowledgment
52. Check Acknowledgment
53. Check Acknowledgment
54. Check Acknowledgment
55. Check Acknowledgment
56. Check Acknowledgment
57. Check Acknowledgment
58. Check Acknowledgment
59. Check Acknowledgment
60. Check Acknowledgment
61. Check Acknowledgment
62. Check Acknowledgment
63. Check Acknowledgment
64. Check Acknowledgment
65. Check Acknowledgment
66. Check Acknowledgment
67. Check Acknowledgment
68. Check Acknowledgment
69. Check Acknowledgment
70. Check Acknowledgment
71. Check Acknowledgment
72. Check Acknowledgment
73. Check Acknowledgment
74. Check Acknowledgment
75. Check Acknowledgment
76. Check Acknowledgment
77. Check Acknowledgment
78. Check Acknowledgment
79. Check Acknowledgment
80. Check Acknowledgment
81. Check Acknowledgment
82. Check Acknowledgment
83. Check Acknowledgment
84. Check Acknowledgment
85. Check Acknowledgment
86. Check Acknowledgment
87. Check Acknowledgment
88. Check Acknowledgment
89. Check Acknowledgment
90. Check Acknowledgment
91. Check Acknowledgment
92. Check Acknowledgment
93. Check Acknowledgment
94. Check Acknowledgment
95. Check Acknowledgment
96. Check Acknowledgment
97. Check Acknowledgment
98. Check Acknowledgment
99. Check Acknowledgment
100. Check Acknowledgment

10771870022600 07-30-2018 >111319347<
First Bank & Trust
Lubbock, TX

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
RECORDED - COMMERCIAL INSTITUTION 1001

For Deposit to:
Reagor Auto Mall Ltd
Acct#40160

ENDORSE HERE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000226	678610770000226
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$51,456.00	\$51,456.00
Created Time	07/30/2018 20:42	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000226	3996370348
Previous Item Amount	\$43,044.00	\$50,992.00
Next Item Amount	\$45,668.00	\$53,998.00

Check21 Fed Lookup Information

REAGOR
1211 19TH STREET
LUBBOCK, TX 79401
PHONE: (806) 687-7771
FAX: (806) 687-7773
www.reagorauto.com

FIRST CAPITAL BANK
OF TEXAS
LUBBOCK, TX 79401

86-2420/1163 CHECK# 191235

191235

PAY **FORTY THREE THOUSAND FORTY FOUR DOLLARS AND 00/100**

DATE 07/28/18 AMOUNT \$43,044.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

AUTHORIZED SIGNATURE

111123511 111163242011 05000311411

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

10771870022500 07-30-2018 >111319347<

First Bank & Trust
Lubbock, TX

22598

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

ENDORSE HERE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000225	678610770000225
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$43,044.00	\$43,044.00
Created Time	07/30/2018 20:42	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000225	3996370329
Previous Item Amount	\$58,064.00	\$40,217.00
Next Item Amount	\$51,456.00	\$44,227.00

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
 PHONE: (806) 687-7771 FAX: (806) 687-7773
 www.reagorauto.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79403 88-2420/1163 CHECK# 191325

191325

PAY **FIFTY EIGHT THOUSAND SIXTY FOUR DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$58,064.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD 1211 19TH ST LUBBOCK TX 79401

[Signature]
 AUTHORIZED SIGNATURE

⑈191325⑈ ⑆116324201⑆ 050003144⑈

1. Payment Item
 2. Amount
 3. Date
 4. Void After
 5. Signature
 6. Stamp
 7. MICR Line

8. MICR Line
 9. MICR Line
 10. MICR Line
 11. MICR Line
 12. MICR Line

13. MICR Line
 14. MICR Line
 15. MICR Line
 16. MICR Line
 17. MICR Line
 18. MICR Line
 19. MICR Line
 20. MICR Line

21. MICR Line
 22. MICR Line
 23. MICR Line
 24. MICR Line
 25. MICR Line
 26. MICR Line
 27. MICR Line
 28. MICR Line
 29. MICR Line
 30. MICR Line

31. MICR Line
 32. MICR Line
 33. MICR Line
 34. MICR Line
 35. MICR Line
 36. MICR Line
 37. MICR Line
 38. MICR Line
 39. MICR Line
 40. MICR Line

41. MICR Line
 42. MICR Line
 43. MICR Line
 44. MICR Line
 45. MICR Line
 46. MICR Line
 47. MICR Line
 48. MICR Line
 49. MICR Line
 50. MICR Line

51. MICR Line
 52. MICR Line
 53. MICR Line
 54. MICR Line
 55. MICR Line
 56. MICR Line
 57. MICR Line
 58. MICR Line
 59. MICR Line
 60. MICR Line

61. MICR Line
 62. MICR Line
 63. MICR Line
 64. MICR Line
 65. MICR Line
 66. MICR Line
 67. MICR Line
 68. MICR Line
 69. MICR Line
 70. MICR Line

71. MICR Line
 72. MICR Line
 73. MICR Line
 74. MICR Line
 75. MICR Line
 76. MICR Line
 77. MICR Line
 78. MICR Line
 79. MICR Line
 80. MICR Line

81. MICR Line
 82. MICR Line
 83. MICR Line
 84. MICR Line
 85. MICR Line
 86. MICR Line
 87. MICR Line
 88. MICR Line
 89. MICR Line
 90. MICR Line

91. MICR Line
 92. MICR Line
 93. MICR Line
 94. MICR Line
 95. MICR Line
 96. MICR Line
 97. MICR Line
 98. MICR Line
 99. MICR Line
 100. MICR Line

10771870022400 07-30-2018 >111319347<
 First Bank & Trust
 Lubbock, TX

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit to:
 Reagor Auto-Mall Ltd
 Acct# 4016015978

ENDORSE HERE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678610770000224	678610770000224
Posting Date	07/30/2018	07/30/2018
Run Sequence	1007	1007
Batch Sequence	6	6
Amount	\$58,064.00	\$58,064.00
Created Time	07/30/2018 20:42	08/02/2018 08:52
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$9,595,914.13	\$1,207,676.51
Cash Letter Date	07/30/2018	08/02/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$1,167,452.08	\$1,207,676.51
Sequence	678610770000224	3996370358
Previous Item Amount	\$40,217.00	\$53,998.00
Next Item Amount	\$43,044.00	\$60,097.00

[illegible]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

APP 0179

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7771
www.reagor.com Blues & Cream

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 88-2420/1183 CHECK# 191372

191372

PAY **THIRTY SEVEN THOUSAND NINETY SEVEN DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$37,097.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

AUTHORIZED SIGNATURE

191372 1161242018 050003144

Check 21 is a Federal Reserve System initiative to improve the efficiency of the check clearing process. It is a voluntary program that allows banks to use electronic images of checks instead of physical checks. This program is designed to reduce the risk of check fraud and to speed up the clearing process. It is important to note that Check 21 is not a new type of check, but rather a way of processing checks that is more efficient and secure.

Check 21 is a Federal Reserve System initiative to improve the efficiency of the check clearing process. It is a voluntary program that allows banks to use electronic images of checks instead of physical checks. This program is designed to reduce the risk of check fraud and to speed up the clearing process. It is important to note that Check 21 is not a new type of check, but rather a way of processing checks that is more efficient and secure.

10771880040400 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

846460

ENDORSE HERE

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015028

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FEDERAL RESERVE USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000404	678710770000404
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$37,097.00	\$37,097.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000404	4010293123
Previous Item Amount	\$60,189.00	\$60,189.00
Next Item Amount	\$1,121.84	\$920.00

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 667-7771 FAX: (806) 667-7773
www.reagor.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79413 CHECK# 191375

191375

PAY **SIXTY THOUSAND ONE HUNDRED EIGHTY NINE DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$60,189.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

AUTHORIZED SIGNATURE

191375 11163242018 050003144

1. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

2. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

3. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

4. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

5. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

6. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

7. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

8. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

9. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

10. Endorsement: This check is payable to the order of the Federal Reserve Bank of Dallas. It is subject to the terms and conditions of the Federal Reserve Bank of Dallas. It is not valid for cash or other purposes.

10771880040300 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

40300

ENDORSE HERE

For Deposit to:
Reagor Auto Mall Ltd
Acct # 4016015978

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000403	678710770000403
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$60,189.00	\$60,189.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000403	4010293119
Previous Item Amount	\$36,332.00	\$36,332.00
Next Item Amount	\$37,097.00	\$37,097.00

Check21 Fed Lookup Information

R reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
www.reagorauto.com/lubbock-garage

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401

CHECK# 191374

191374

PAY **THIRTY SIX THOUSAND THREE HUNDRED THIRTY TWO DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$36,332.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

AUTHORIZED SIGNATURE

#191374# 111319347 050003144

Check 21 is a standard for electronic checks that allows a check to be converted into a digital form. This digital form can be used to verify the check's authenticity and to prevent fraud. The check's authenticity is verified by the check's unique digital signature. The check's digital signature is created by the check's issuer using a private key. The check's digital signature is verified by the check's recipient using the issuer's public key. The check's digital signature is a unique digital code that is created by the check's issuer using a private key. The check's digital signature is verified by the check's recipient using the issuer's public key. The check's digital signature is a unique digital code that is created by the check's issuer using a private key. The check's digital signature is verified by the check's recipient using the issuer's public key.

10771880040200 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

0040200

ENDORSE HERE

For Deposit to:
Reagor Auto Mall Ltd
Acct# 4016015978

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000402	678710770000402
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$36,332.00	\$36,332.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000402	4010293113
Previous Item Amount	\$53,201.00	\$53,201.00
Next Item Amount	\$60,189.00	\$60,189.00

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
http://reagorauto.com/lubbock_tx

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 88-24201163 CHECK# 191370

191370

PAY **FIFTY THREE THOUSAND TWO HUNDRED ONE DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$53,201.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

AUTHORIZED SIGNATURE

191370 1163242011 0500031144

United States Treasury
Security Features
Check for these features to help protect against counterfeit money.
- Watermark: Hold the bill up to the light. The portrait of George Washington should be visible.
- Color: The bill is primarily green, with blue and red accents.
- Size: The bill is 6.14 inches wide and 2.61 inches high.
- Texture: The bill has a slightly rough texture.
- Smell: The bill has a slightly sweet smell.
- Sound: The bill has a slightly crisp sound.
- Feel: The bill has a slightly soft feel.
- Look: The bill has a slightly aged look.

FEDERAL RESERVE BOARD OF GOVERNORS REG. NO. 1

10771880040100 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

040100

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

DO NOT WRITE OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000401	678710770000401
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$53,201.00	\$53,201.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000401	4010293106
Previous Item Amount	\$49,077.00	\$49,077.00
Next Item Amount	\$36,332.00	\$36,332.00

Check21 Fed Lookup Information

R reagor
1211 19TH STREET
LUBBOCK, TX 79401
PHONE: (806) 687-7771
FAX: (806) 687-7773
www.reagorauto.com

FIRST CAPITAL BANK
OF TEXAS
LUBBOCK, TX 79401

CHECK# 191337

191337

PAY **FORTY NINE THOUSAND SEVENTY SEVEN DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$49,077.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

AUTHORIZED SIGNATURE

191337 111319347 050003144

1. Signature of the payee or authorized signatory of the payee.
2. Signature of the bank or other financial institution.
3. Signature of the payee or authorized signatory of the payee.
4. Signature of the bank or other financial institution.
5. Signature of the payee or authorized signatory of the payee.
6. Signature of the bank or other financial institution.
7. Signature of the payee or authorized signatory of the payee.
8. Signature of the bank or other financial institution.
9. Signature of the payee or authorized signatory of the payee.
10. Signature of the bank or other financial institution.

10771880040000 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

040000

ENDORSE HERE

For Deposit to:
Reagor Auto Mall Ltd
Acct# 4016015978

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000400	678710770000400
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$49,077.00	\$49,077.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000400	4010293105
Previous Item Amount	\$53,972.00	\$53,972.00
Next Item Amount	\$53,201.00	\$53,201.00

Check21 Fed Lookup Information

1311 1ST STREET
LUBBOCK, TX 79401
PHONE: (806) 687-7771
FAX: (806) 687-7773
www.reagor.com

FIRST CAPITAL BANK
OF TEXAS
LUBBOCK, TX 79413

CHECK# 191326

191326

PAY **FIFTY THREE THOUSAND NINE HUNDRED SEVENTY TWO DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$53,972.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

191326 111319347 050003144

1. This check is subject to the terms and conditions of the check.
2. The check is subject to the terms and conditions of the check.
3. The check is subject to the terms and conditions of the check.
4. The check is subject to the terms and conditions of the check.
5. The check is subject to the terms and conditions of the check.
6. The check is subject to the terms and conditions of the check.
7. The check is subject to the terms and conditions of the check.
8. The check is subject to the terms and conditions of the check.
9. The check is subject to the terms and conditions of the check.
10. The check is subject to the terms and conditions of the check.

10771880039900 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

039900

ENDORSE HERE

X

For Deposit to:
Reagor Auto Mall Ltd
Acct# 4015015978

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000399	678710770000399
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$53,972.00	\$53,972.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000399	4010293095
Previous Item Amount	\$57,024.00	\$57,024.00
Next Item Amount	\$49,077.00	\$49,077.00

[illegible]

39800

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

For Deposit to:
Reagor Auto Mail Ltd
Acct#4016015978

APP 0186

Check21 Fed Lookup Information

reagor 1211 19th STREET LUBBOCK, TX 79401
PHONE (806) 687-7371 FAX (806) 687-7773
www.reagor.com

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 88-24201163 CHECK# 191330

191330

PAY **FIFTY NINE THOUSAND NINE HUNDRED SIXTY FOUR DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$59,964.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

[Signature]
AUTHORIZED SIGNATURE

⑈191330⑈ ⑆116324201⑆ 050003144⑈

Under the terms of the check, the payee agrees to hold the check for the full term of the check and to not cash or deposit the check until the full term of the check has expired. If the payee cashes or deposits the check before the full term of the check has expired, the payee agrees to hold the check for the full term of the check and to not cash or deposit the check until the full term of the check has expired. If the payee cashes or deposits the check before the full term of the check has expired, the payee agrees to hold the check for the full term of the check and to not cash or deposit the check until the full term of the check has expired.

Security Features: Microprint, Security Thread, Watermark, and other features.

Check Number: 191330

Check Date: 07/30/18

Check Amount: \$59,964.00

Check Status: VOID AFTER 120 DAYS

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

10771880039700 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

039700

ENCLOSURE HERE

For Deposit to:
Reagor Auto Mall Ltd
Acct# 4015015978

DO NOT WRITE STAMPS OR SIGNS BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000397	678710770000397
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$59,964.00	\$59,964.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000397	4010293085
Previous Item Amount	\$42,027.00	\$42,027.00
Next Item Amount	\$57,024.00	\$57,024.00

Check21 Fed Lookup Information

reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
www.reagor.com/lubbock,tx

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79413 CHECK# 191234 191234

PAY **FORTY TWO THOUSAND TWENTY SEVEN DOLLARS AND 00/100**

DATE 07/28/18 AMOUNT \$42,027.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

[Signature]
AUTHORIZED SIGNATURE

⑈191234⑈ ⑆116324201⑆ 050003144⑈

1. Federal Reserve Bank of Dallas
2. Federal Reserve Bank of Dallas
3. Federal Reserve Bank of Dallas
4. Federal Reserve Bank of Dallas
5. Federal Reserve Bank of Dallas
6. Federal Reserve Bank of Dallas
7. Federal Reserve Bank of Dallas
8. Federal Reserve Bank of Dallas
9. Federal Reserve Bank of Dallas
10. Federal Reserve Bank of Dallas
11. Federal Reserve Bank of Dallas
12. Federal Reserve Bank of Dallas
13. Federal Reserve Bank of Dallas
14. Federal Reserve Bank of Dallas
15. Federal Reserve Bank of Dallas
16. Federal Reserve Bank of Dallas
17. Federal Reserve Bank of Dallas
18. Federal Reserve Bank of Dallas
19. Federal Reserve Bank of Dallas
20. Federal Reserve Bank of Dallas
21. Federal Reserve Bank of Dallas
22. Federal Reserve Bank of Dallas
23. Federal Reserve Bank of Dallas
24. Federal Reserve Bank of Dallas
25. Federal Reserve Bank of Dallas
26. Federal Reserve Bank of Dallas
27. Federal Reserve Bank of Dallas
28. Federal Reserve Bank of Dallas
29. Federal Reserve Bank of Dallas
30. Federal Reserve Bank of Dallas
31. Federal Reserve Bank of Dallas
32. Federal Reserve Bank of Dallas
33. Federal Reserve Bank of Dallas
34. Federal Reserve Bank of Dallas
35. Federal Reserve Bank of Dallas
36. Federal Reserve Bank of Dallas
37. Federal Reserve Bank of Dallas
38. Federal Reserve Bank of Dallas
39. Federal Reserve Bank of Dallas
40. Federal Reserve Bank of Dallas
41. Federal Reserve Bank of Dallas
42. Federal Reserve Bank of Dallas
43. Federal Reserve Bank of Dallas
44. Federal Reserve Bank of Dallas
45. Federal Reserve Bank of Dallas
46. Federal Reserve Bank of Dallas
47. Federal Reserve Bank of Dallas
48. Federal Reserve Bank of Dallas
49. Federal Reserve Bank of Dallas
50. Federal Reserve Bank of Dallas
51. Federal Reserve Bank of Dallas
52. Federal Reserve Bank of Dallas
53. Federal Reserve Bank of Dallas
54. Federal Reserve Bank of Dallas
55. Federal Reserve Bank of Dallas
56. Federal Reserve Bank of Dallas
57. Federal Reserve Bank of Dallas
58. Federal Reserve Bank of Dallas
59. Federal Reserve Bank of Dallas
60. Federal Reserve Bank of Dallas
61. Federal Reserve Bank of Dallas
62. Federal Reserve Bank of Dallas
63. Federal Reserve Bank of Dallas
64. Federal Reserve Bank of Dallas
65. Federal Reserve Bank of Dallas
66. Federal Reserve Bank of Dallas
67. Federal Reserve Bank of Dallas
68. Federal Reserve Bank of Dallas
69. Federal Reserve Bank of Dallas
70. Federal Reserve Bank of Dallas
71. Federal Reserve Bank of Dallas
72. Federal Reserve Bank of Dallas
73. Federal Reserve Bank of Dallas
74. Federal Reserve Bank of Dallas
75. Federal Reserve Bank of Dallas
76. Federal Reserve Bank of Dallas
77. Federal Reserve Bank of Dallas
78. Federal Reserve Bank of Dallas
79. Federal Reserve Bank of Dallas
80. Federal Reserve Bank of Dallas
81. Federal Reserve Bank of Dallas
82. Federal Reserve Bank of Dallas
83. Federal Reserve Bank of Dallas
84. Federal Reserve Bank of Dallas
85. Federal Reserve Bank of Dallas
86. Federal Reserve Bank of Dallas
87. Federal Reserve Bank of Dallas
88. Federal Reserve Bank of Dallas
89. Federal Reserve Bank of Dallas
90. Federal Reserve Bank of Dallas
91. Federal Reserve Bank of Dallas
92. Federal Reserve Bank of Dallas
93. Federal Reserve Bank of Dallas
94. Federal Reserve Bank of Dallas
95. Federal Reserve Bank of Dallas
96. Federal Reserve Bank of Dallas
97. Federal Reserve Bank of Dallas
98. Federal Reserve Bank of Dallas
99. Federal Reserve Bank of Dallas
100. Federal Reserve Bank of Dallas

10771860039600 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

39600

ENDORSE HERE

X

For Deposit to:
Reagor Auto Mall Ltd
Acct#4016015978

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000396	678710770000396
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$42,027.00	\$42,027.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000396	4010293076
Previous Item Amount	\$54,025.00	\$54,025.00
Next Item Amount	\$59,964.00	\$59,964.00

Check21 Fed Lookup Information

FOR DEPOSIT ONLY. DO NOT WRITE IN THESE SPACES.

R reagor 1211 19TH STREET LUBBOCK, TX 79401
PHONE: (806) 687-7771 FAX: (806) 687-7773
www.reagorauto.com lubbock.tx.us

FIRST CAPITAL BANK OF TEXAS LUBBOCK, TX 79401 88-2420/1163 CHECK# 191336

191336

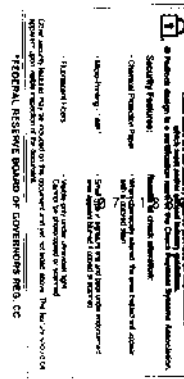
PAY **FIFTY FOUR THOUSAND TWENTY FIVE DOLLARS AND 00/100**

DATE 07/30/18 AMOUNT \$54,025.00

VOID AFTER 120 DAYS

TO THE ORDER OF REAGOR AUTO MALL LTD
1211 19TH ST
LUBBOCK TX 79401

191336 11163242018 050003144



10771880039500 07-31-2018 >111319347<
First Bank & Trust
Lubbock, TX

39500

ENDORSE HERE

X

For Deposit to:
Reagor Auto Mall Ltd
A/C# 4016015978

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Type	Outgoing Check	Incoming Return
Item Reference	BankersBank	Fed Returns
HostImageNumber	678710770000395	678710770000395
Posting Date	07/31/2018	07/31/2018
Run Sequence	1010	1010
Batch Sequence	11	11
Amount	\$54,025.00	\$54,025.00
Created Time	07/31/2018 20:54	08/03/2018 08:25
Bank of First Deposit	111319347	111319347
Cash Letter Total	\$7,412,239.83	\$519,812.59
Cash Letter Date	07/31/2018	08/03/2018
Cash Letter TR	111319347	111319347
Bundle Total	\$768,858.77	\$519,812.59
Sequence	678710770000395	4010293072
Previous Item Amount	\$150.00	\$430.20
Next Item Amount	\$42,027.00	\$42,027.00

EXHIBIT B

4. A true and correct copy of Defendant Bart Reagor's Responses to Plaintiff First Bank & Trust's First Set of Requests for Admissions, served in this lawsuit on or about February 8, 2019, is attached as Exhibit B-2.

5. A true and correct copy of the Oral and Videotaped Deposition of Tim Connor, dated August 13, 2018, and taken in *In re Reagor-Dykes Motors, L.P., et al.*, pending before the United States Bankruptcy Court for the Northern District of Texas, and bearing the Cause No. 18-50214-rlj11, is attached as Exhibit B-3.

6. A true and correct copy of the Oral and Videotaped Deposition of Rick Dykes, dated August 13, 2018, and taken in *In re Reagor-Dykes Motors, L.P., et al.*, pending before the United States Bankruptcy Court for the Northern District of Texas, and bearing the Cause No. 18-50214-rlj11, is attached as Exhibit B-4.

7. A true and correct copy of the Answers of Defendant Rick Dykes to First Bank & Trust's First Set of Interrogatories, served in this lawsuit by Defendant Rick Dykes on or about February 8, 2019, is attached as Exhibit B-5.

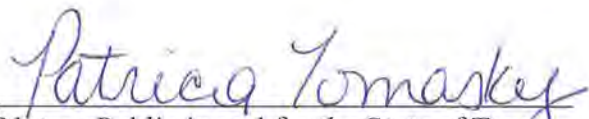
8. A true and correct copy of Defendant Bart Reagor's Responses and Objections to Plaintiff First Bank & Trust's First Set of Interrogatories, served in this lawsuit by Defendant Rick Dykes on or about February 8, 2019, is attached as Exhibit B-6.

Further the affiant sayeth not.

DATED: August 28, 2019

By: 
Matthew R. Miller

Sworn to and subscribed before me by Matthew R. Miller on August 28, 2019.


Notary Public in and for the State of Texas

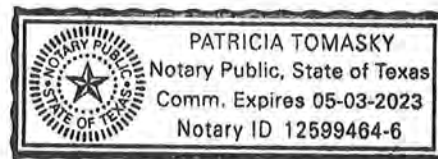


EXHIBIT B-1

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument, was served on respective counsel for the other parties to this civil action via electronic transmission on the 8th day of February, 2019:

Paul B. Lackey
paul.lackey@stinson.com
Michael P. Aigen
michael.aigen@stinson.com
Katy L. Hart
katy.hart@stinson.com
Matt Miller
matt.miller@stinson.com
Stinson Leonard Street LLP
102 Oak Lawn Avenue, Suite 777
Dallas, Texas 75219-4259

ATTORNEYS FOR PLAINTIFF FIRST BANK & TRUST

Robert A. Aycock
aaycock@lubbocklawfirm.com
Joshua D. Frost
jfrost@lubbocklawfirm.com
Field, Manning, Stone, Hawthorne & Aycock, PC
2112 Indiana Avenue
Lubbock, Texas 79410-1499

ATTORNEYS FOR DEFENDANT SHANE SMITH

Joel R. Hogue
joel.hogue@sprouselaw.com
John F. Massouh
john.massouh@sprouselaw.com
Sprouse Shrader Smith PC
701 S. Taylor, Suite 500
Amarillo, Texas 79101

ATTORNEYS FOR DEFENDANT FIRSTCAPITAL BANK OF TEXAS, NA

Robert N. Nebb
rnebb@carperlaw.com
Law Office of Michael H. Carper
1102 Main Street
Lubbock, Texas 79401

ATTORNEYS FOR DEFENDANT SHEILA MILLER

Marshall M. Searcy
marshall.searcy@kellyhart.com
Scott R. Wiehle
scott.wiehle@kellyhart.com
Kelly Hart & Hallman
201 Main Street, Suite 2500
Fort Worth, Texas 76102-3194

ATTORNEYS FOR DEFENDANT BART REAGOR

Jared Michael Slade
Jared.Slade@alston.com
Alston & Bird, LLP
2200 Ross Avenue, Suite 2300
Dallas, Texas 75201

**ATTORNEYS FOR DEFENDANTS
BRAD D. BURGESS AND KENNETH L. BURGESS**

/s/ Tom Kirkendall
Tom Kirkendall

ANSWERS TO REQUESTS FOR ADMISSION

Request for Admission No. 1: Admit that RAM entered into the RD-Imports Business Loan Agreement on or about September 29, 2017.

Answer: Admitted

Request for Admission No. 2: Admit that you executed the RD-Imports Business Loan Agreement on or about September 29, 2017 on behalf of RAM.

Answer: Admitted, in my representative capacity.

Request for Admission No. 3: Admit that you were authorized to execute the RD-Imports Business Loan Agreement on behalf of RAM.

Answer: Admitted

Request for Admission No. 4: Admit that RAM entered into the RD-Imports Commercial Security Agreement on or about September 29, 2017.

Answer: Admitted

Request for Admission No. 5: Admit that you executed the RD-Imports Commercial Security Agreement on or about September 29, 2017.

Answer: Admitted, in my representative capacity.

Request for Admission No. 6: Admit that you were authorized to execute the RD-Imports Commercial Security Agreement on behalf of RAM.

Answer: Admitted

Request for Admission No. 7: Admit that RAM entered into the RD-Imports Promissory Note on or about September 29, 2017.

Answer: Admitted

Request for Admission No. 8: Admit that you executed the RD-Imports Promissory Note on or about September 29, 2017.

Answer: Admitted, in my representative capacity.

Request for Admission No. 9: Admit that you were authorized to execute the RD-Imports Promissory Note on behalf of RAM.

Answer: Admitted

Request for Admission No. 10: Admit that you executed the RD-Imports Dykes Commercial Guaranty on or about September 29, 2017.

Answer: Admitted

Request for Admission No. 11: Admit that the RD-Imports Promissory Note required RAM to pay all outstanding principal and all accrued unpaid interest on October 1, 2018.

Answer: Admitted

Request for Admission No. 12: Admit that RAM did not pay all outstanding principal and all accrued unpaid interest on the RD-Imports Promissory Note by October 1, 2018.

Answer: Admitted

Request for Admission No. 13: Admit that there remains a balance outstanding on the RD-Imports Promissory Note.

Answer: Admitted, subject to setoffs in an unknown amount for unauthorized charges paid by RAM to First Bank.

Request for Admission No. 14: Admit that an Event of Default has occurred on the RD-Imports Promissory Note.

Answer: Admitted

Request for Admission No. 15: Admit that an Event of Default has occurred on the RD-Imports Commercial Security Agreement.

Answer: Admitted

Request for Admission No. 16: Admit that an Event of Default has occurred on the RD-Imports Business Loan Agreement.

Answer: Admitted

Request for Admission No. 17: Admit that an Event of Default has occurred on the RD-Imports Dykes Commercial Guaranty.

Answer: Admitted

APP 0199

Request for Admission No. 18: Admit that RAM entered into the RD-Levelland Business Loan Agreement on or about September 29, 2017.

Answer: Admitted

Request for Admission No. 19: Admit that you executed the RD-Levelland Business Loan Agreement on or about September 29, 2017 on behalf of RAM.

Answer: Admitted, in my representative capacity.

Request for Admission No. 20: Admit that you were authorized to execute the RD-Levelland Business Loan Agreement on behalf of RAM.

Answer: Admitted

Request for Admission No. 21: Admit that RAM entered into the RD-Levelland Commercial Security Agreement on or about September 29, 2017.

Answer: Admitted

Request for Admission No. 22: Admit that you executed the RD-Levelland Commercial Security Agreement on or about September 29, 2017.

Answer: Admitted, in my representative capacity.

Request for Admission No. 23: Admit that you were authorized to execute the RD-Levelland Commercial Security Agreement on behalf of RAM.

Answer: Admitted

Request for Admission No. 24: Admit that RAM entered into the RD-Levelland Promissory Note on or about September 29, 2017.

Answer: Admitted

Request for Admission No. 25: Admit that you executed the RD-Levelland Promissory Note on or about September 29, 2017.

Answer: Admitted, in my representative capacity.

Request for Admission No. 26: Admit that you were authorized to execute the RD-Levelland Promissory Note on behalf of RAM.

Answer: Admitted

APP 0200

Request for Admission No. 27: Admit that you executed the RD-Levelland Dykes Commercial Guaranty on or about September 29, 2017.

Answer: Admitted

Request for Admission No. 28: Admit that the RD-Levelland Promissory Note required RAM to pay all outstanding principal and all accrued unpaid interest on October 1, 2018.

Answer: Admitted.

Request for Admission No. 29: Admit that RAM did not pay all outstanding principal and all accrued unpaid interest on the RD-Levelland Promissory Note by October 1, 2018.

Answer: Admitted.

Request for Admission No. 30: Admit that there remains a balance outstanding on the RD-Levelland Promissory Note.

Answer: Admitted, subject to setoffs in an unknown amount for unauthorized charges paid by RAM to First Bank.

Request for Admission No. 31: Admit that an Event of Default has occurred on the RD-Levelland Promissory Note.

Answer: Admitted

Request for Admission No. 32: Admit that an Event of Default has occurred on the RD-Levelland Commercial Security Agreement.

Answer: Admitted

Request for Admission No. 33: Admit that an Event of Default has occurred on the RD-Levelland Business Loan Agreement.

Answer: Admitted

Request for Admission No. 34: Admit that an Event of Default has occurred on the RD-Levelland Dykes Commercial Guaranty.

Answer: Admitted

Request for Admission No. 35: Admit that RAM pledged at least one vehicle as collateral to First Bank and pledged that same vehicle as collateral to another lender.

Answer: Admitted, although Mr. Dykes had no knowledge of such multiple pledges until he learned about such pledges after August 1, 2018.

Request for Admission No. 36: Admit that RAM sold at least one vehicle pledged as collateral to First Bank without remitting payment to First Bank.

Answer: Admitted, although Mr. Dykes had no knowledge of such non-payment until he learned about it after August 1, 2018.

Request for Admission No. 37: Admit that RAM removed at least one vehicle pledged as collateral to First Bank from its existing location without first obtaining written consent from First Bank.

Answer: Admitted, although Mr. Dykes had no knowledge of such movement until after August 1, 2018.

Request for Admission No. 38: Admit that you executed the Account Agreement.

Answer: Admitted

Request for Admission No. 39: Admit that RAM's First Bank Account is overdrawn.

Answer: Admitted.

Request for Admission No. 40: Admit that you have not paid First Bank any portion of the amount RAM's First Bank Account is overdrawn.

Answer: Admitted.

Request for Admission No. 41: Admit that RAM maintained a deposit account with FirstCapital.

Answer: Admitted

Request for Admission No. 42: Admit that RAM maintained more than one deposit account with FirstCapital.

Answer: After making reasonable inquiry, Mr. Dykes does not have sufficient information to admit or deny this request.

Request for Admission No. 43: Admit that RAM engaged in “float credit.”

Answer: Admitted, although Mr. Dykes did not learn of RAM’s use of “float credit” until after August 1, 2018.

Request for Admission No. 44: Admit that RAM engaged in check kiting during the Relevant Time Period.

Answer: Admitted, although Mr. Dykes had no knowledge of check-kiting relating to RAM accounts until after August 3, 2018.

Request for Admission No. 45: Admit that you knew RAM engaged in check kiting during the Relevant Time Period.

Answer: Admitted, although Mr. Dykes had no knowledge of check-kiting relating to RAM accounts until after August 3, 2018.

Request for Admission No. 46: Admit that you knew RAM was involved in check kiting prior to the filing of Case No. 5:18-cv-00186 in the United States District Court for the Northern District of Texas, entitled Ford Motor Credit Company LLC v. Reagor-Dykes Amarillo, L.P., et al.

Answer: Denied.

Request for Admission No. 47: Admit that you knew RAM was involved in check kiting prior to Reagor-Dykes Motors, LP filing for bankruptcy protection.

Answer: Denied.

Request for Admission No. 48: Admit that you knew RAM was involved in check kiting prior to Reagor-Dykes Imports, LP filing for bankruptcy protection.

Answer: Denied.

Request for Admission No. 49: Admit that you knew RAM was involved in check kiting prior to Reagor-Dykes Amarillo, LP filing for bankruptcy protection.

Answer: Denied.

Request for Admission No. 50: Admit that you knew RAM was involved in check kiting prior to Reagor-Dykes Auto Company, LP filing for bankruptcy protection.

Answer: Denied.

Request for Admission No. 51: Admit that you knew RAM was involved in check kiting prior to Reagor-Dykes Plainview, LP filing for bankruptcy protection.

Answer: Denied

Request for Admission No. 52: Admit that you knew RAM was involved in check kiting prior to Reagor-Dykes Floydada, LP filing for bankruptcy protection.

Answer: Denied

Request for Admission No. 53: Admit that you knew RAM was involved in check kiting prior to July 31, 2018.

Answer: Denied

Request for Admission No. 54: Admit that you knew RAM was involved in check kiting prior to July 30, 2018.

Answer: Denied

Request for Admission No. 55: Admit that you knew RAM was involved in check kiting prior to July 29, 2018.

Answer: Denied

Request for Admission No. 56: Admit that you knew RAM was involved in check kiting prior to July 28, 2018.

Answer: Denied

Request for Admission No. 57: Admit that you knew RAM was involved in check kiting prior to July 27, 2018.

Answer: Denied

Request for Admission No. 58: Admit that before July 27, 2018, you had reason to believe that RAM was involved in check kiting.

Answer: Denied

Request for Admission No. 59: Admit that RAM provided FirstCapital with floor plan lists on a daily basis.

Answer: After making reasonable inquiry, Mr. Dykes has insufficient information to admit or deny this request.

APP 0204

Request for Admission No. 60: Admit that RAM made deposits into accounts at FirstCapital on a daily basis.

Answer: Admitted, although Mr. Dykes did not learn this until the spring of 2018.

Request for Admission No. 61: Admit that FirstCapital loaned money to you after the bankruptcy filings referenced in Requests Nos. 47-52, above.

Answer: Admitted, although none of such loans related to any of the Reagor-Dykes Auto Group entities.

Request for Admission No. 62: Admit that you were previously a board member for FirstCapital.

Answer: Admitted

Request for Admission No. 63: Admit that you are no longer a board member for FirstCapital.

Answer: Admitted

Request for Admission No. 64: Admit that you are a shareholder in FirstCapital's parent company.

Answer: Admitted

EXHIBIT B-2

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION**

**FIRST BANK & TRUST,
Plaintiff,**

V.

**REAGOR AUTO MALL, LTD. d/b/a
REAGOR-DYKES OF LEVELLAND, AND
d/b/a REAGOR-DYKES IMPORTS,
FIRSTCAPITAL BANK OF TEXAS, N.A.,
BART REAGOR, RICK DYKES, SHANE
SMITH, SHEILA MILLER, BRAD D.
BURGESS, and KENNETH L. BURGESS
Defendants.**

Civil Action No.: 5:18-cv-00234-C

DEFENDANT BART REAGOR'S RESPONSES TO PLAINTIFF FIRST BANK & TRUST'S FIRST SET OF REQUESTS FOR ADMISSIONS

TO: Plaintiff, First Bank & Trust, by and through its attorney of record, Paul B. Lackey, Michael P. Aigen and Katy L. Hart, STINSON LEONARD STREET LLP, 3102 Oak Lawn Avenue, Suite 777, Dallas, Texas 75219-4259.

Pursuant to Rules 36 of the Federal Rules of Civil Procedure, Defendant, Bart Reagor (“Reagor”), responds to Plaintiff’s First Set of Requests for Admissions (“Admissions”) as follows:

RESERVATION OF RIGHTS

Reagor's objections and responses are not admissions that any discovery request made is relevant, admissible, or proportional to the needs of the case. Reagor's responses are made without prejudice to his right to change or supplement his responses and objections, and to introduce at trial additional evidence as warranted by the development of facts through ongoing investigation. In providing these Responses, Reagor preserves all objections as to competency, relevancy, materiality, authenticity and admissibility of any information or documents, including but not limited to all documents and/or information identified herein; all rights to object on any ground to the use of any documents and/or information identified herein in any subsequent proceedings. AF

Moreover, the allegations in the Complaint concern parties that are (i) entities that may be filing chapter 11 petitions and have been involved in the chapter 11 cases of related entities (the “Debtors”) (Case Nos. 18-50214;18-50214, 18-50215, 18- 50216, 18-50217, 18-50218 and 18-50219, collectively the “Bankruptcy Cases”) in the United States Bankruptcy Court for the Northern District of Texas, Lubbock (the “Bankruptcy Court”), and (ii) are individual owners integrally involved in the reorganization efforts of the Debtors and have been able to spend insufficient time aggregating information relating to this answer and affirmative defenses and if available counterclaims. The financial situation of the Debtors and Reagor is most complicated. Reagor has been working with the Debtors to aid in unraveling the financial difficulties that befell the Debtors. The Debtors have employed an independent Chief Restructuring Officer, BlackBriar Advisors, LLC (“BlackBriar” or “CRO”). Reagor has been unable to undertake the necessary analysis of information that has to be obtained through and with approval of the CRO, who has been solely focused upon the reorganization efforts of the Debtors. In effect, Reagor is in the position of not having access to much of the companies he owns, as they cannot distract the CRO from the duties Reagor voluntarily referred to the CRO through pleadings filed with the Bankruptcy Court

SUBJECT TO AND WITHOUT WAIVING THE FOREGOING RESERVATION OF RIGHTS, REAGOR FURTHER OBJECTS AND RESPONDS TO THE REQUESTS FOR ADMISSIONS AS FOLLOWS:

I.

OBJECTIONS AND RESPONSES TO DEFINITIONS AND INSTRUCTIONS

Reagor objects to Definitions 3-5, 11-12, 15, 17-18, 20, and 36 on the following grounds: 1) the definitions are vague and ambiguous because Reagor has no way of knowing who might constitute an agent, employee, representative, etc. for persons or entities with whom he is not involved or related; 2) the definitions are not reasonably calculated to lead to the discovery of admissible evidence because they necessarily include persons acting on the behalf of those persons and entities specifically identified that have absolutely no involvement in the subject matter of this dispute; and 3) the definitions are unduly burdensome for the reasons set forth above and would needlessly require Reagor to investigate who might fall within the purview of the definitions and search for documents from persons who almost certainly do not possess discoverable material.

Reagor objects to Definition 9 on the following grounds: 1) the definition is overly broad and includes not only Defendant Bart Reagor individually, but a laundry list of potential persons and entities; and 2) the definitions necessarily encompass attorneys and accountants for Reagor and would impermissibly require the inclusion of obviously privileged materials, much of which is exempt from production or logging pursuant to the Federal Rules of Civil Procedure.

II.

OBJECTIONS AND RESPONSES TO REQUESTS FOR ADMISSIONS

Request for Admission No.1: Admit that RAM entered into the RD-Imports Business Loan Agreement on or about September 29, 2017.

Response: Admit.

Request for Admission No.2: Admit that you executed the RD-Imports Business Loan Agreement on or about September 29, 2017 on behalf of RAM.

Response: Reagor admits that he signed the RD-Imports Business Loan Agreement in his representative capacity.

Request for Admission No.3: Admit that you were authorized to execute the RD-Imports Business Loan Agreement on behalf of RAM.

Response: Admit.

Request for Admission No.4: Admit that RAM entered into the RD-Imports Commercial Security Agreement on or about September 29, 2017.

Response: Admit.

Request for Admission No.5: Admit that you executed the RD-Imports Commercial Security Agreement on or about September 29, 2017.

Response: Reagor admits that he signed the RD-Imports Commercial Security Agreement in his representative capacity.

Request for Admission No.6: Admit that you were authorized to execute the RD-Imports Commercial Security Agreement on behalf of RAM.

Response: Admit.

Request for Admission No.7: Admit that RAM entered into the RD-Imports Promissory Note on or about September 29, 2017.

APP 0210

Response: Admit.

Request for Admission No.8: Admit that you executed the RD-Imports Promissory Note on or about September 29, 2017.

Response: Reagor admits that he signed the RD-Imports Promissory Note in his representative capacity.

Request for Admission No.9: Admit that you were authorized to execute the RD-Imports Promissory Note on behalf of RAM.

Response: Admit.

Request for Admission No.10: Admit that you executed the RD-Imports Reagor Commercial Guaranty on or about September 29, 2017.

Response: Admit.

Request for Admission No.11: Admit that the RD-Imports Promissory Note required RAM to pay all outstanding principal and all accrued unpaid interest on October 1, 2018.

Response: Reagor submits that the RD-Imports Promissory Note is the best evidence of its contents and denies all allegations and/or characterizations of such agreement which differ and/or deviate from those terms.

Request for Admission No.12: Admit that RAM did not pay all outstanding principal and all accrued unpaid interest on the RD-Imports Promissory Note by October 1, 2018.

Response: Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.13: Admit that there is a balance outstanding on the RD-Imports Promissory Note.

Response: Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.14: Admit that an Event of Default has occurred on the RD-Imports Promissory Note.

Response: Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.15: Admit that an Event of Default has occurred on the RD-Imports Commercial Security Agreement.

Response: Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.16: Admit that an Event of Default has occurred on the RD-Imports Business Loan Agreement.

Response: Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.17: Admit that an Event of Default has occurred on the RD-Imports Reagor Commercial Guaranty.

Response: Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.18: Admit that RAM entered into the RD-Levelland Business Loan Agreement on or about September 29, 2017.

Response: Admit.

Request for Admission No.19: Admit that you executed the RD-Levelland Business Loan Agreement on or about September 29, 2017 on behalf of RAM.

Response: Reagor admits that he signed the RD-Levelland Business Loan Agreement in his representative capacity.

Request for Admission No.20: Admit that you were authorized to execute the RD-Levelland Business Loan Agreement on behalf of RAM.

Response: Admit.

Request for Admission No.21: Admit that RAM entered into the RD-Levelland Commercial Security Agreement on or about September 29, 2017.

Response: Admit.

Request for Admission No.22: Admit that you executed the RD-Levelland Commercial Security Agreement on or about September 29, 2017.

APP 0213

Response: Reagor admits that he signed the RD-Levelland Commercial Security Agreement in his representative capacity.

Request for Admission No.23: Admit that you were authorized to execute the RD-Levelland Commercial Security Agreement on behalf of RAM.

Response: Admit.

Request for Admission No.24: Admit that RAM entered into the RD-Levelland Promissory Note on or about September 29, 2017.

Response: Admit.

Request for Admission No.25: Admit that you executed the RD-Levelland Promissory Note on or about September 29, 2017.

Response: Reagor admits that he signed the RD-Levelland Promissory Note in his representative capacity.

Request for Admission No.26: Admit that you were authorized to execute the RD-Levelland Promissory Note on behalf of RAM.

Response: Admit.

Request for Admission No.27: Admit that you executed the RD-Levelland Reagor Commercial Guaranty on or about September 29, 2017.

Response: Admit.

Request for Admission No.28: Admit that the RD-Levelland Promissory Note required RAM to pay all outstanding principal and all accrued unpaid interest on October 1, 2018.

Response: . Reagor submits that the RD-Levelland Promissory Note is the best evidence of its contents and denies all allegations and/or characterizations of such agreement which differ and/or deviate from those terms.

Request for Admission No.29: Admit that RAM did not pay all outstanding principal and all accrued unpaid interest on the RD-Levelland Promissory Note by October 1, 2018.

Response: Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.30: Admit that there remains a balance outstanding on the RD-Levelland Promissory Note.

Response: Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.31: Admit that an Event of Default has occurred on the RD-Levelland Promissory Note.

Response: Reagor responds that he lacks knowledge or information sufficient to respond to this request, which also calls for a legal conclusion and on that basis, denies it.

Request for Admission No.32: Admit that Event of Default has occurred on the RD-Levelland Commercial Security Agreement.

Response: Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.33: Admit that an Event of Default has occurred on the RD-Levelland Business Loan Agreement.

Response: Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.34: Admit that an Event of Default has occurred on the RD-Levelland Reagor Commercial Guaranty.

Response: Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.35: Admit that RAM pledged at least one vehicle as collateral to First Bank and pledged that same vehicle as collateral to another lender.

Response: Reagor objects to this request on the following grounds: 1) it provides only an incomplete hypothetical and does not identify any specific “vehicle” or “lender”; 2) the use of the phrases “pledged at least one vehicle” and “pledged that same vehicle” makes the request compound and useless as a request to admit; 3) the phrase “another lender” is not limited or defined and thus is vague and ambiguous to such an extent that Reagor cannot attach any meaning to it; and 4) any response would necessarily be misleading. Subject to and without waiving his objections, Reagor responds that he lacks knowledge or information sufficient to respond to this request, which also calls for a legal conclusion based on compound facts and on that basis, denies it.

APP 0216

Request for Admission No.36: Admit that RAM sold at least one vehicle pledged as collateral to First Bank without remitting payment to First Bank.

Response: Reagor objects to this request on the following grounds: 1) it provides only an incomplete hypothetical and does not identify any specific “vehicle”; and 2) any response would necessarily be misleading. Subject to and without waiving his objections, Reagor responds that he lacks knowledge or information sufficient to respond to this request, which also calls for a legal conclusion based on compound facts and on that basis, denies it.

Request for Admission No.37: Admit that RAM removed at least one vehicle pledged as collateral to First Bank from its existing location without first obtaining written consent from First Bank.

Response: Reagor objects to this request on the following grounds: 1) it provides only an incomplete hypothetical and does not identify any specific “vehicle”; and 2) any response would necessarily be misleading. Subject to and without waiving his objections, Reagor responds that he lacks knowledge or information sufficient to respond to this request, which also calls for a legal conclusion based on compound facts and on that basis, denies it.

Request for Admission No.38: Admit that you executed the Account Agreement.

Response: Reagor admits that he signed the Account Agreement in his representative capacity.

Request for Admission No.39: Admit that RAM's First Bank Account is overdrawn.

Response: Reagor lacks knowledge or information sufficient to respond to this request.

Request for Admission No.40: Admit that you have not paid First Bank any portion of the amount RAM's First Bank Account is overdrawn.

Response: Reagor objects to this request on the following grounds: 1) the phrase "any portion of the amount" is not limited or defined and thus is vague and ambiguous to such an extent that Reagor cannot attach any meaning to it; and 2) any response would necessarily be misleading. Subject to and without waiving his objections, Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.41: Admit that RAM maintained a deposit account with FirstCapital.

Response: Reagor responds that he lacks knowledge or information sufficient to respond to this request

Request for Admission No.42: Admit that RAM maintained more than one deposit account with FirstCapital.

Response: Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.43: Admit that RAM engaged in "float credit".

Response: Reagor objects to this request on the following grounds: 1) the phrase "float credit" is not limited or defined and thus is vague and ambiguous to such an extent that

APP 0218

Reagor cannot attach any meaning to it; and 2) any response would necessarily be misleading. Subject to and without waiving his objections, Reagor responds that this request calls for a legal conclusion and on that basis, denies it.

Request for Admission No.44: Admit that RAM engaged in check kiting during the Relevant Time Period.

Response: Reagor objects to this request on the following grounds: 1) the phrases “check kiting” is not limited or defined and thus is vague and ambiguous to such an extent that Reagor cannot attach any meaning to it; and 2) any response would necessarily be misleading. Subject to and without waiving his objections, Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.45: Admit that you knew RAM engaged in check kiting during the Relevant Time Period.

Response: Deny.

Request for Admission No.46: Admit that you knew RAM was involved in check kiting prior to the filing of Case No. 5:18-cv-00186 in the United States District Court for the Northern District of Texas, entitled *Ford Motor Credit Company LLC v. Reagor-Dykes Amarillo, L.P., et al.*

Response: Deny.

Request for Admission No.47: Admit that you knew RAM was involved in check kiting prior to Reagor-Dykes Motors, LP filing for bankruptcy protection.

APP 0219

Response: Deny.

Request for Admission No.48: Admit that you knew RAM was involved in check kiting prior to Reagor-Dykes Imports, LP filing for bankruptcy protection.

Response: Deny.

Request for Admission No.49: Admit that you knew RAM was involved in check kiting prior to Reagor-Dykes Amarillo, LP filing for bankruptcy protection.

Response: Deny.

Request for Admission No.50: Admit that you knew RAM was involved in check kiting prior to Reagor-Dykes Auto Company, LP filing for bankruptcy protection.

Response: Deny.

Request for Admission No.51: Admit that you knew RAM was involved in check kiting prior to Reagor-Dykes Plainview, LP filing for bankruptcy protection.

Response: Deny.

Request for Admission No.52: Admit that you knew RAM was involved in check kiting prior to Reagor-Dykes Floydada, LP filing for bankruptcy protection.

Response: Deny.

Request for Admission No.53: Admit that you knew RAM was involved in check kiting prior to July 31, 2018.

APP 0220

Response: Deny.

Request for Admission No.54: Admit that you knew RAM was involved in check kiting prior to July 30, 2018.

Response: Deny.

Request for Admission No.55: Admit that you knew RAM was involved in check kiting prior to July 29, 2018.

Response: Deny.

Request for Admission No.56: Admit that you knew RAM was involved in check kiting prior to July 28, 2018.

Response: Deny.

Request for Admission No.57: Admit that you knew RAM was involved in check kiting prior to July 27, 2018.

Response: Deny.

Request for Admission No.58: Admit that before July 27, 2018, you had reason to believe that RAM was involved in check kiting.

Response: Deny.

Request for Admission No.59: Admit that RAM provided FirstCapital with floor plan lists on a daily basis.

APP 0221

Response: Reagor objects to this request on the following grounds: 1) it provides only an incomplete hypothetical and does not identify any specific location for which floor plan lists were supplied. Subject to and without waiving his objections, Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.60: Admit that RAM made deposits into accounts at FirstCapital on a daily basis.

Response: Reagor objects to this request on the following grounds: 1) it provides only an incomplete hypothetical and does not identify any specific location for which floor plan lists were supplied. Subject to and without waiving his objections, Reagor responds that he lacks knowledge or information sufficient to respond to this request.

Request for Admission No.61: Admit that FirstCapital loaned money to you after the bankruptcy filing referenced in Requests Nos. 47-52, above.

Response: Denied as written.

Request for Admission No.62: Admit that you are a shareholder in FirstCapital's parent company.

Response: Reagor objects to this request because "FirstCapital's parent company" is not defined and is vague. Subject to and without waiving his objections, Reagor denies this request as written.

Respectfully submitted,

/s/ Marshall M. Searcy, Jr.

Marshall M. Searcy, Jr.

State Bar No. 17955500

marshall.searcy@kellyhart.com

Scott R. Wiehle

State Bar No. 24043991

scott.wiehle@kellyhart.com

KELLY HART & HALLMAN, LLP

201 Main Street, Suite 2500

Fort Worth, Texas 76102

Telephone: (817) 332-2500

Telecopy: (817) 878-9280

**ATTORNEYS FOR DEFENDANT BART
REAGOR**

APP 0223

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing to be delivered to the following parties in accordance with the Federal Rules of Civil Procedure on the February 8, 2019.

Roel R. Hogue
John F. Massouh
Sprouse Shrader Smith PC
701 S. Taylor, Suite 500
Amarillo, Texas 79101
ATTORNEYS FOR DEFENDANT FIRSTCAPITAL
BANK OF TEXAS, NA
Robert N. Nebb
Law Office of Michael H. Carper
1102 Main Street
Lubbock, Texas 79401
ATTORNEYS FOR DEFENDANT SHEILA MILLER

Thomas Murray Kirkendall
Law Office of Tom Kirkendall
2 Violetta Court
The Woodlands, Texas 77381-4550
ATTORNEYS FOR DEFENDANT RICK DYKES

Jared Michael Slade
Alston & Bird, LLP
2200 Ross Avenue, Suite 2300
Dallas, Texas 75201
ATTORNEYS FOR DEFENDANTS BRAD D.
BURGESS AND KENNETH L. BURGESS

Robert A. Aycock
Joshua D. Frost
Field, Manning, Stone, Hawthorne, & Aycock,
PC
2112 Indiana Avenue
Lubbock, Teas 79410-1449
ATTORNEYS FOR DEFENDANT SHANE SMITH

Paul B. Lackey
Michael B. Aigen
Katy L. Hart
Stinson Leonard Street LLP
3102 Oak Lawn Avenue, Suite 777
Dallas, Texas 75219-4259
ATTORNEYS FOR PLAINTIFF FIRST BANK &
TRUST

/s/ Marshall M. Searcy, Jr.
Marshall M. Searcy, Jr.

EXHIBIT B-3

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

IN RE:)
)
REAGOR-DYKES MOTORS, LP,) Case No. 18-50214-rlj11
)
Debtor.)

IN RE:)
)
REAGOR-DYKES IMPORTS, LP,) Case No. 18-50215-rlj11
)
Debtor.)

IN RE:)
)
REAGOR-DYKES AMARILLO, LP,) Case No. 18-50216-rlj11
)
Debtor.)

IN RE:)
)
REAGOR-DYKES AUTO COMPANY,)
LP,) Case No. 18-50217-rlj11
)
Debtor.)

IN RE:)
)
REAGOR-DYKES PLAINVIEW, LP,) Case No. 18-50218-rlj11
)
Debtor.)

IN RE:)
)
REAGOR-DYKES FLOYDADA, LP,) Case No. 18-50219-rlj11
)
Debtor.)

ORAL AND VIDEOTAPED DEPOSITION OF
TIM CONNER
AUGUST 13, 2018

1 ORAL DEPOSITION OF TIM CONNER, produced as a
2 witness at the instance of FORD MOTOR CREDIT COMPANY,
3 L.L.C., and duly sworn, was taken in the above-styled
4 and numbered cause on August 13, 2018, from 9:16 a.m. to
5 10:46 a.m., before Cindy Wiley, CSR in and for the State
6 of Texas, reported by machine shorthand, at the
7 Reagor-Dykes Auto Group, 1215 Avenue J, Lubbock, Texas,
8 pursuant to the Federal Rules and the provisions stated
9 on the record or attached hereto.

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1	INDEX	
2		PAGE
3	Appearances.....	4
4	Instructions to the Witness.....	7
5	TIM CONNER	
	Examination by Mr. Langley.....	8
6	Examination by Mr. Bustos.....	45
	Examination by Mr. Carder.....	47
7	Examination by Mr. Strohschein.....	47
	Examination by Mr. Lashaway.....	48
8	Examination by Mr. Massouh.....	50
9	Deposition Concluded.....	52
10	Signature and Changes.....	53
11	Reporter's Certificate.....	55

12

13

14 EXHIBITS

15	NO.	DESCRIPTION	PAGE
16	1	Vehicle Receivables Spreadsheet.....	37
17	2	Spreadsheet of Vehicles with No Corresponding Floor Plan.....	37

18

19

20

21

22

23

24

25

1 A P P E A R A N C E S

2

3 FOR THE DEBTORS:

4 MR. DAVID MULLIN

5 -AND-

6 MR. DAVID R. LANGSTON

7 MULLIN, HOARD & BROWN, L.L.P.

8 WELLS FARGO CENTER

9 1500 BROADWAY

10 SUITE 700

11 LUBBOCK, TEXAS 79401

12 (806)765.7491

13

14 FOR FORD MOTOR CREDIT COMPANY, L.L.C.:

15 MR. KEITH A. LANGLEY

16 LANGLEY ATTORNEYS & COUNSELORS, L.L.P.

17 1301 SOLANA BOULEVARD

18 BUILDING 1, SUITE 1545

19 WESTLAKE, TEXAS 76262

20 (214)722.7162

21

22 MR. DONALD H. CRAM, III

23 SEVERSON & WERSON, P.C.

24 ONE EMBARCADERO CENTER

25 26TH FLOOR

SAN FRANCISCO, CALIFORNIA 94111

(415)398.3344

1

2 FOR GM, L.L.C.:

3 MR. MARK ANDREWS

4 DYKEMA, COX, SMITH

5 1717 MAIN STREET

6 SUITE 4200

7 DALLAS, TEXAS 75201

8 (214)698.7819

9

10 FOR GM FINANCIAL:

11 MR. STEPHEN P. STROHSCHNEIN

12 MCGLINCHEY STAFFORD, P.L.L.C.

13 301 MAIN STREET

14 FOURTEENTH FLOOR

15 BATON ROUGE, LOUISIANA 70801

16 (225)383.9000

17

APP 0229

1 FOR AIM BANK:
MR. JEFF R. LASHAWAY
2 BOERNER, DENNIS & FRANKLIN, P.L.L.C.
920 AVENUE Q
3 LUBBOCK, TEXAS 79401
(806)763.0044
4

5 FOR FIRST CAPITAL BANK:
MR. JOHN F. MASSOUH
6 SPROUSE, SHRADER, SMITH, P.L.L.C.
701 SOUTH TAYLOR
7 SUITE 500
AMARILLO, TEXAS 79105
8 (806)468.3337
9

FOR TIM CONNER:
10 JOHNNY K. MERRITT
HAJJAR, PETERS, L.L.P.
11 3144 BEE CARES ROAD
AUSTIN, TEXAS 78746
12 (512)637.4956
13

FOR VISTA BANK:
14 MR. FERNANDO BUSTOS
BUSTOS LAW FIRM, P.C.
15 1001 MAIN STREET
SUITE 501
16 LUBBOCK, TEXAS 79401
(806)780.3976
17

18 FOR FIRST BANK & TRUST:
MR. MARK S. CARDER
19 STINSON, LEONARD, STREET, L.L.P.
1201 WALNUT
20 SUITE 2900
KANSAS CITY, MISSOURI 64106
21 (816)691.3415
22

FOR BART REAGOR:
23 MR. SCOTT R. WIEHLE
KELLY, HART & HALLMAN, L.L.P.
24 201 MAIN STREET
SUITE 2500
25 FORT WORTH, TEXAS 76102

APP 0230

1 FOR IBC BANK:
2 MR. MARK D.G. SANDERS
3 GABLE GOTWALS
4 1100 ONEOK PLAZA
5 100 WEST FIFTH STREET
6 TULSA, OKLAHOMA 74103
7 (918)595.4828

8 Also Present:
9 Mr. Audin Herrera
10 Mr. Toby Cecil
11 Mr. Craig Leslie
12 Mr. Bart Reagor
13 Mr. Rick Dykes
14 Mr. Johnathan Hill
15 Mr. Howie Ravitz
16 Mr. Brad Burgess

17
18
19
20
21
22
23
24
25

1 INSTRUCTIONS FOR SIGNING A DEPOSITION

2 Rules of Civil Procedure under which this deposition was
3 taken provide that the deposition transcript shall be
4 made available to the witness or his attorney of record
5 for examination and signature by the witness.

6 This deposition condensed transcript is provided for
7 your review. It is yours to keep. Read it carefully
8 before making any changes or corrections on the Witness
9 Signature Page.

10 Changes and/or corrections must be made in the following
11 manner:

- 12 (1) Indicate by number the page and line you
13 wish to alter;
14 (2) Indicate your change or correction;
15 (3) Give the reason for making the change.

16 When you have followed the instructions above, sign the
17 Witness Signature Page before a Notary Public and return
18 it as soon as possible.

19 When we have received the signed and notarized
20 transcript, we will forward all attorneys of record a
21 copy of the completed Witness Signature Page and deliver
22 the original transcript to Mr. Keith A. Langley for
23 safekeeping and use at trial.

24 If you have any questions about this procedure, please
25 call my office at (806)795.4202.

Cindy Wiley, Cert No. 8667
Caprock Court Reporting, Inc.
Firm No. 374
1112 Texas, Suite 200
Lubbock, Texas 79401
(806)795.4202

1 TIM CONNER,
2 having been first duly sworn by the court reporter,
3 testified as follows:

4 EXAMINATION

5 BY MR. LANGLEY:

6 Q. Mr. Conner, we are going to have the same
7 stipulations all day, and we are going to try to work
8 through some cash issues as quickly and as effectively
9 as we can?

10 A. Okay.

11 Q. We are going to need your help, okay? My name
12 is Keith Langley, and I represent Ford Credit, and we
13 have had appearances by all the attorneys previously.

14 MR. LANGLEY: Is there anyone who has not
15 appeared?

16 MR. MERRITT: Johnny Merritt with Austin
17 law firm of Hajjar/Peters, H-A-J-J-A-R Peters. I
18 represent Timothy Conner.

19 Q. (BY MR. LANGLEY) Mr. Conner, would you state
20 your full name for the record?

21 A. Timothy Don Conner.

22 Q. Can you give us a little bit of background on
23 you relative to your education? Let's start with high
24 school.

25 A. I went to high school in Muleshoe, Texas. IAPP 0233

1 went to college at Wayland Baptist University, where I
2 received my -- my undergrad was in accounting, and I
3 have a master's in business administration from there,
4 also. I -- do you want my work history?

5 Q. Yeah. Go ahead.

6 A. I went and worked for Robinson, Burdette,
7 Martin & Seright here in Lubbock right out of college
8 where I received my CPA license in 2013. From there, I
9 started a trucking company with some friends, and it
10 took off and ended up moving to San Antonio, where we
11 later sold out.

12 I moved back to Plainview, Texas, took a
13 job at a CPA firm for a year until coming to work for
14 Reagor-Dykes in January.

15 Q. Let's talk just a little bit about your CPA.
16 You took the exam in 2013 and passed?

17 A. Yes.

18 Q. And the CPA firm that you worked for for one
19 year, what firm was that?

20 A. The one in Plainview would be Rogers, Cross,
21 Hanby.

22 Q. And what were your principal responsibilities
23 at that time?

24 A. Just to help people with their bookkeeping, tax
25 returns.

1 Q. The trucking firm that you mentioned starting,
2 can you tell us a little bit about what type of business
3 that was?

4 A. We were over-the-road, coast-to-coast trucking.
5 We started with one truck and one trailer and grew it to
6 about 60 trucks and 100 trailers within a three-year
7 period, and I sold out.

8 Q. At any time prior to working at Reagor-Dykes,
9 were you in the retail business? And what I mean by
10 that is: Were you involved in selling vehicles?

11 A. No, sir.

12 Q. When you were in private practice at Rogers,
13 Cross, Hanby, did you represent anyone involved in
14 retailing vehicles?

15 A. No, sir.

16 Q. Talk to us just briefly, if you will, about
17 coming on board in January at Reagor-Dykes.

18 A. Well, I came here because I discussed with Ryan
19 Reagor -- he had brought up to me coming to work over
20 here. He knew they needed help, and so I -- he gave my
21 resumé to Bart Reagor and Shane Smith, and they gave me
22 a call.

23 Q. And prior to that time, I take it you had an
24 acquaintance with Mr. Ryan Reagor.

25 A. I do. We developed a friendship while I was in

1 Plainview, and we actually owned a small restaurant
2 together.

3 Q. Let's talk about coming on board at
4 Reagor-Dykes in January. Tell us, if you will, your job
5 title and responsibilities at that time.

6 A. When I originally came on, I was hired to be
7 the office manager at the Lubbock Mitsubishi location.
8 That lasted all of four days before I was brought up to
9 the corporate location.

10 Q. Okay. What happened then?

11 A. I began getting some responsibilities of
12 reconciling bank accounts, going through schedules that
13 just needed to be worked over such as overages and
14 shortages on payments and just going through and helping
15 people understand why that was happening and kind of
16 training the accounting staff on how to review the
17 accounting side of what they were doing.

18 Q. Help us understand, if you will, how you
19 reported upwards. Who did you report to?

20 A. All of my reporting was done to Shane Smith.
21 Pretty much everything I did, he would want a daily
22 report, depending on which store I was at or what I was
23 up to. He just wanted to know daily what was going on.

24 Q. Okay. So the bankruptcy was filed on or about
25 August 1st. Do you recall that?

1 A. Yes, sir.

2 Q. I should say "bankruptcies." And is it about
3 right that Mr. Smith was terminated on his employment on
4 or about August 3rd?

5 A. I am not aware of his -- I don't know the
6 actual date. Yeah. That would be somewhere in there.

7 Q. And how, if at all, did your responsibilities
8 on reporting change after August 3rd?

9 A. Everything changed. We began having to report
10 to -- David Langston was giving us things that needed to
11 be done for the Court, and of course, we were reporting
12 to Bart and Rick daily, depending on what we were
13 working on. Cash in bank, money going out was being
14 reported directly to Mr. Langston and Bart and Rick.

15 Q. Let's talk about your staff or the accounting
16 staff as of January up through August the 3rd. What
17 staff was involved that you were knowledgeable about or
18 supervising on the accounting?

19 A. I didn't supervise anybody. I was kind of my
20 own person. I would go help the stores individually,
21 and I didn't really have anybody that I supervised. I
22 just went person to person.

23 Q. And during this time frame, Mr. Smith is still
24 the CFO, correct?

25 A. Yes, sir.

1 Q. And who was on the accounting staff at that
2 point?

3 A. Which accounting staff? We had an accounting
4 office at every store. So which accounting staff?

5 Q. Let's go to the corporate headquarters then,
6 specifically with respect to issues of available cash
7 and payment for sold vehicles. Was there a staff? Was
8 that an issue that went to particular stores or was that
9 an issue that went into the corporate accounting group?

10 A. All of that flowed through Shane. The payment
11 of vehicles all flowed through him. I -- from what I am
12 aware of, nobody upstairs had any -- they had no
13 authority to say, "We need to pay that off."

14 Even at the store level, they would have
15 the checks prepared, but could not release them until
16 Mr. Smith said it was okay to pay that check.

17 Q. You started at the Lubbock Mitsubishi store; is
18 that correct?

19 A. Yes, sir.

20 Q. And were there accountants who were responsible
21 for that store during this time frame of basically
22 January 1st through August 1st?

23 A. There was one lady that had been responsible up
24 to that point that was going part-time, and that's why I
25 was brought in there originally, but they decided to

1 bring me to headquarters.

2 Q. And payoffs relative to that store, would that
3 be a decision at that time that Mr. Shane Smith would
4 make as to whether a payoff was or was not to be made on
5 that store?

6 A. That's my understanding. I had no knowledge
7 of -- I had no knowledge of how those payoffs were made.
8 That was all done on a store-by-store basis, and being
9 at headquarters, I would only know what the office
10 managers were telling me.

11 Q. Okay. Let's jump ahead to the August 4th or so
12 time frame. I take it that your world changed slightly.

13 A. Since then, I have been managing the bank
14 accounts, making sure we stay on track with all -- with
15 the budget that was submitted to the Court and trying to
16 manage the day-to-day office needs of the company.

17 Q. Is it fair to say that's kind of difficult to
18 do?

19 A. Yes, sir.

20 Q. And there were certain assumptions made
21 relative to the use of cash and available cash relative
22 to the cash collateral budget. Was it about 70 percent
23 of July sales that were initially being assumed for
24 August?

25 A. The initial assumption on the budget was about

1 70 percent.

2 Q. And that got changed to about 30 percent?

3 A. Correct.

4 Q. And can you talk to us about actual
5 performance? Has there been actual sales at some
6 percentage level?

7 A. There have been actual sales. I am not sure on
8 the percentage level. As of current, just through the
9 first week, it has been less than the 30 percent.

10 Q. Mr. Conner, you have been involved, I believe,
11 in putting together some spreadsheets dealing with
12 different types of vehicles such as vehicles that have
13 not specifically been named as being floored. Are you
14 familiar with that?

15 A. Yes, sir.

16 Q. And I believe you have identified or your team
17 has identified about 9.5 to 15 million in unfloored, and
18 I use that term colloquially of vehicles. Is that about
19 right?

20 A. Yes, sir.

21 Q. Where are those vehicles located? Are they
22 across the dealerships?

23 A. Yes. They are just across the group.

24 Q. Are any of those vehicles, if you know, at any
25 of the used vehicle locations, the Auto Mall in Lubbock

1 or the Auto Mall in Dallas?

2 A. I am not sure.

3 Q. With respect to these unfloored units where
4 specific amounts have not been advanced on those units,
5 if you know, what has happened to those units? Have
6 they been sold or sequestered or identified further?

7 A. We are still in the process of identifying them
8 further. We have hard inventory accounts that happened
9 yesterday and more that are happening today to identify
10 every vehicle that does not have a flooring encumbrance.

11 Q. Do you think that's still about the right
12 range, 9.5 to 15 million?

13 A. Yes, sir.

14 Q. And you are using, basically, a dealer cost?

15 A. Yes, sir.

16 Q. Let's talk a little bit about cash uses. Since
17 the bankruptcy on August the 1st, how have the uses of
18 cash by the Debtors progressed?

19 A. Since the bankruptcy, we have paid payroll, and
20 we have written four checks for parts. Other than that,
21 there has been no cash usage.

22 Q. Let's talk about the next payroll. When is the
23 next payroll due?

24 A. The next ordinary cycle would be due on this
25 Thursday.

1 Q. So that would be two weeks in arrears due on
2 Thursday, August 16th; is that correct?

3 A. Yes, sir.

4 Q. If you look at two weeks -- I take it your
5 payroll is every two weeks; is that fair?

6 A. Yes, sir.

7 Q. If you look at two weeks out to August 30th,
8 what's the order of magnitude of the payroll amount?

9 A. A lot of that will depend on sales commissions,
10 how much is sold. That will be a big variance,
11 depending on actual sales. On the office staff that are
12 fixed salaries and we know what they are going to be, it
13 will be in the realm of 110,000.

14 Q. If you gave an order of magnitude on the sales
15 commission variance, recognizing it is difficult to do,
16 can you give us some order of magnitude?

17 A. The sales commission will be as was set up in
18 the original budget, 30 percent of the gross profit of
19 the sale.

20 Q. Again, can you give us an order of magnitude
21 of -- are we talking 10,000, 100,000, 1 million, some
22 other number?

23 A. I am not sure at this time what that's going to
24 be. Like I said, that will all depend on sales, and I
25 don't feel comfortable giving a number on what I don't

1 know.

2 Q. Sales that have actually occurred since August
3 1st have been tracking at less than 30 percent, correct?

4 A. Yes, sir.

5 Q. Have they been tracking more closely to 10
6 percent of the July sales?

7 A. Yes, sir.

8 Q. Is it fair to say that it's a cash-rich
9 business, meaning you need -- the Debtors need cash to
10 pay taxes and trade ins and things of that nature in
11 order to close the financial transactions?

12 A. Yes, sir.

13 Q. One of the spreadsheets you have worked on
14 previously, Mr. Conner, indicates payoffs of
15 \$2.8 million. Do you recall that?

16 A. Yes, sir.

17 Q. And to what extent, if you know, has that
18 amount changed since the petition date? Is it a higher
19 amount than 2.8 million now?

20 A. No, sir, it is not higher. That number has
21 stayed pretty steadily just under 2.8 million.

22 Q. So we are talking used cars relative to the
23 payoffs, correct?

24 A. Yes, sir.

25 Q. And some of these vehicles, is it fair to say

1 they have been resold to retail purchasers prior to the
2 payoffs being paid?

3 A. Yes, sir, some of them have.

4 Q. Do you have any estimate of whether that is one
5 car or 10 cars or 100 cars?

6 A. No, sir.

7 Q. You have become aware of some complaints from
8 consumers that they need to get the vehicle paid off
9 that they are driving, correct?

10 A. Yes.

11 Q. And do you have an approximate value of these
12 number of cars representing \$2.8 million in payoffs?

13 A. I guess I don't understand the question.

14 Q. If the payoffs are 2.8 million, are the cars
15 worth 5 million or 3 million or some other number?

16 A. I have not ran that analysis. I don't know.

17 Q. And if you know, Mr. Conner, where are those
18 vehicles located? Are they at the location where each
19 vehicle was traded in?

20 A. I would assume that's correct, but I don't know
21 until we get our hard inventory counts done.

22 Q. And if you know, who would know that?

23 A. It would be -- Ryan Reagor is currently
24 handling tracking inventory.

25 Q. Mr. Conner, you were involved with respect to

1 creating a spreadsheet on receivables and specifically
2 contracts in transit; is that correct?

3 A. Yes, sir.

4 Q. And specifically you had identified, as of the
5 petition date, about \$8.2 million in vehicle
6 receivables?

7 A. Yes, sir.

8 Q. Now, talk to us, if you will: What if anything
9 has happened since August 1st with respect to those
10 receivables?

11 A. We are not quite sure what has happened. We
12 lost a lot of our bank access as the bank accounts were
13 shut down. We were not able to see any money received,
14 and we have not received an accounting from Ford, if any
15 of that money was paid directly to them based off their
16 letter of assignment. So that is information we are
17 still working on.

18 Q. And who is the person in charge of working on
19 that issue?

20 A. Kyle Fields.

21 Q. What is Mr. Fields's position?

22 A. He is a financial analyst.

23 Q. For Reagor-Dykes?

24 A. Yes, sir.

25 Q. Does he report to you?

1 A. Currently, yes, sir.

2 Q. And these sources of retail installment
3 contracts, that's what we are talking about, correct?

4 A. Yes, sir.

5 Q. Who were your main finance sources? You might
6 finance the retail paper with Ford Credit or others,
7 correct?

8 A. Yes, sir.

9 Q. Who are those sources?

10 A. There is a lot of banks. We do a lot of
11 business with Ford Motor Credit, Santander. Those were
12 some of the main ones, but it's -- the list is quite
13 lengthy, and it just depends which bank comes back with
14 the best rate for the customer.

15 Q. Prior to the bankruptcy, what was the normal
16 course of dealing on those issues? What I am trying to
17 get to is: If you will, describe for us Santander. If
18 they bought the retail installment contract, would there
19 be a week or two weeks or some time would pass by, and
20 then you would get funding on that retail paper?

21 A. Once we provided them with all the information
22 they need, what we call their steps -- their
23 stipulations, whether they need proof of income or bank
24 statements, it would typically be within seven days.

25 Q. Have the Debtors received funding on contracts

1 in transit since the date of the bankruptcy?

2 A. We have received some paper checks that have
3 come in. There have not been many compared to the
4 overall list of receivables, though.

5 Q. Do you have belief as to some reasons that the
6 checks have slowed down since the bankruptcy?

7 A. Well, we have been contacted by -- Santander,
8 for instance, didn't know who to pay, and they put the
9 money into a suspense account. They did contact us.
10 This is how we found that out, but other than that, we
11 have to go bank by bank and find out why they have
12 slowed down.

13 We don't -- we are not aware. Without the
14 bank access to know, we have no idea if they have
15 already been funded.

16 Q. Okay. I am looking at Walter Miller financed
17 with Cabot Credit Union. Do you recognize Cabot?

18 A. I don't. I am not familiar with that bank.

19 Q. Okay. It's \$47,000. If we are wanting to
20 identify the gross profits relative to that transaction,
21 do we need to wait until Cabot has funded on the retail
22 installment contract to make that determination?

23 A. Yes, sir.

24 Q. Okay. And have any of those determinations
25 been made with respect to retail installment paper that

1 has funded?

2 A. No, sir. We have not determined the gross
3 profit on anything that has been received.

4 Q. Who will do that?

5 A. I will.

6 Q. Okay. Santander was previously referred to as
7 Drive Financial?

8 A. Maybe. I don't know.

9 Q. Okay. Mr. Conner, let's talk a little bit
10 about cash sources and uses, and we have been talking
11 about uses of cash by the Debtors relative to payroll
12 and to gross profits.

13 You have indicated that you have issued
14 payroll checks and four checks for parts. I take it
15 those checks have probably gone to local suppliers; is
16 that fair?

17 A. Yes, sir.

18 Q. And has the Debtor received any payment on
19 account of parts accounts with respect to the
20 manufacturers, to your knowledge?

21 A. Not that I am aware of.

22 Q. What other critical uses of cash do you
23 identify basically from August 1st through August 30th
24 other than the ones you have identified so far being the
25 payroll and the gross profits?

1 A. I guess -- say that again for me.

2 Q. Yeah. It wasn't a very good question. Talk to
3 me about insurance. Let go with insurance on the
4 vehicles.

5 How, to your knowledge, if you know, is
6 insurance handled with respect to the new car inventory?

7 A. I have had to get with Steve Rinehart on that.
8 He manages our facilities and our insurance policies,
9 and he is getting me that information, but I don't know
10 any of that at this time.

11 Q. If you know, have you received any notices of
12 cancellation of insurance?

13 A. I am not aware of any.

14 Q. Okay. What about property damage, if you had a
15 hailstorm or something like that relative to just the
16 new vehicles? Do you know how that issue is protected
17 against?

18 A. I am not aware of any of that stuff.

19 Q. Okay. With respect to the physical locations,
20 I take it that currently there are not payments being
21 made for rent or passed through items to the physical
22 facilities.

23 A. That's correct.

24 Q. Talk to me, if you will, about other cash use.
25 Let's talk about retainers. Has the Debtor, to your

1 knowledge, paid retainers to Mr. Langston or others?

2 A. I am not aware of any checks cut from the
3 entities that are in bankruptcy that have cut checks to
4 any professional fees or services.

5 Q. Let's move to cash sources. At this point,
6 along with what we have discussed being the vehicles
7 in -- I'm sorry -- the contracts in transit, are there
8 any other sources of cash that you have identified as
9 incoming?

10 A. Say that again for me.

11 Q. Yes, sir. We have talked about cash out.
12 Let's talk about cash in. Have you identified any money
13 coming into these dealerships, these Debtors from any
14 sources?

15 A. We have had some service income, people coming
16 in and getting their cars worked on, but other than
17 that, I am not aware of any other sources of income.

18 Q. Does the service income flow through,
19 basically, the parts statement, as far as you know?

20 A. Yes, sir.

21 Q. Talk to me about any sales of vehicles other
22 than to a retail consumer. Have you wholesaled any
23 vehicles?

24 A. Not that I am aware of.

25 Q. What about dealer transfers? Have you made any

1 dealer transfers of any new or used vehicles?

2 A. Not that I am aware of, not since August 1st.

3 Q. Mr. Conner, with respect to any management
4 agreements or sales of one or more dealerships, do you
5 have, personally, any involvement in those issues?

6 A. No. Other than providing some financial
7 information that's historical that's needed, I have had
8 no involvement in those issues.

9 Q. You came on around January 1st of 2018,
10 correct?

11 A. It was the end of January. January 27th.

12 Q. Were you involved in any potential sale
13 transactions of any dealerships prior to August 1st in
14 terms of providing information?

15 A. No, sir.

16 Q. And to your knowledge, who is the person who --
17 or persons who would be responsible for discussing any
18 of those type transactions?

19 A. Shane Smith.

20 Q. And since August 3rd, who would be responsible?

21 A. It's -- to my knowledge, Bart and Rick and John
22 Thompson have handled all that.

23 Q. Mr. Conner, you have been working hard to
24 assist Mr. Ryan Reagor to reconcile vehicle collateral
25 since the bankruptcy, correct?

1 A. Yes, sir.

2 Q. And tell us a little bit as far as you know as
3 to what he is trying to do to reconcile -- vehicle
4 collateral such as between dealerships or between new
5 car dealerships and used car dealerships.

6 A. Can I -- say that again.

7 Q. Sure. Let's go to the Auto Mall in Lubbock.
8 There are some vehicles, and there is a question as to
9 whose collateral those vehicles at the Auto Mall are and
10 whether they constitute trades from one of the other
11 dealerships. Is that, to your knowledge, something
12 Mr. Reagor -- Ryan Reagor is working on?

13 A. I am not real sure what Ryan is working on
14 right now.

15 Q. And what, if anything, has been your
16 involvement with that issue?

17 A. My involvement has become that I have everyone
18 doing the hard inventory counts now that we are
19 comparing by VIN number with the floor plans associated
20 so that every vehicle -- we will know which company it
21 is floor planned with, whether it's double floor
22 planned, whatever it may be. We have built that by VIN
23 number so we are able to properly sort between all the
24 banks.

25 Q. If at all, have you come to any beliefs as to

1 how some vehicle came to be double floor planned?

2 A. I don't know.

3 Q. If you know, Mr. Conner, let's talk a little
4 bit about the taxes and titles. Have you become aware
5 of some of the counties' county prosecutors indicating
6 that there are retail consumers that need to have taxes
7 paid or to obtain registration or tax?

8 A. Yes, sir.

9 Q. And if there has been a response to that, what
10 has the response been?

11 A. We haven't had a response to that so far. On
12 all sales that have happened since August 1st, we have
13 been able to register those, but prior to the August 1st
14 order, we have not -- we have not had a response to
15 those.

16 Q. Okay. Let's talk about the ones sold since
17 August 1st. What have you done, if you know, to
18 register those vehicles?

19 A. Well, we have had, in some instances we have
20 had the customers go directly to the county people and
21 pay with cash or check personally, and that's how we
22 have had to register so far.

23 Q. Since that time, August 1st, have you stopped
24 accepting trade ins with payoffs?

25 A. Yes, sir.

1 Q. Okay. Let's talk about the double floored
2 units. Have you tried to -- or someone tried to
3 identify by a spreadsheet or otherwise what units have
4 been double floor planned?

5 A. Yes, sir.

6 Q. And tell us generally what that process has
7 involved.

8 A. The process has been getting the information
9 from every floor planning bank that we have and getting
10 what we can, such as VIN number, some sort of searchable
11 item and building comparisons showing which vehicles
12 with what VIN numbers show to be floored with multiple
13 banks.

14 Q. Do you have an approximate order of magnitude?
15 Are we talking 10 cars, or 100 cars, 500 cars?

16 A. The last count, to my recollection, was 185.

17 Q. As of today, you haven't filed -- "you,"
18 meaning the Debtors -- haven't filed something with the
19 bankruptcy court to try to unwind that issue, correct?

20 A. Not that I am aware of.

21 Q. Do you have -- if you do, Mr. Conner, do you
22 have an approach as to how you try to resolve that
23 issue?

24 A. I don't have an approach.

25 Q. Now, as to those double floored units, do those

1 units exist physically at one of the locations?

2 A. Yes, sir.

3 Q. What, if any, approach are you using with
4 respect to those 185 cars? Are you treating them in the
5 normal course? Are you sequestering those cars? What
6 are you doing, if you know?

7 A. We are treating them in normal course. We have
8 mainly just identified.

9 Q. Since you have been aboard in late August of
10 this year, what has been the record that has been
11 maintained of the dealership with respect to the
12 movement of a car?

13 Let's say you had an F-150, and it moved
14 from one location to another location. If you know, is
15 there some history that identifies that transfer from
16 one location to another location?

17 A. Well, since August 1st, we have stopped moving
18 cars between lots unless instructed by Ford that it
19 needed to get to the lot that it was floor planned with.

20 Q. Okay. Let's talk about prior to August 1st.
21 Is there a record, if you know, indicating the movement
22 of a particular vehicle from one physical location or
23 dealer to a different physical location or dealer?

24 A. The only record would be by reviewing the
25 titles and seeing if it was transferred on the title

1 from -- whether it be Reagor Auto Mall to Spike Dykes
2 Ford, just for an example. That would be probably the
3 only way to tell if it -- how it -- if it did move
4 around between the dealerships.

5 Q. And if it was a new car, it wouldn't have a
6 title. It would have a manufacturer's statement of
7 origin, correct?

8 A. The new cars could not move around that way
9 because -- I mean, you couldn't move a new car to a
10 different lot. It had to be sold on that lot that it
11 was entitled to.

12 Q. With respect to this 185 double floored units,
13 are they new cars, used cars or both?

14 A. Both.

15 Q. Did that involve any new cars moving between
16 locations?

17 A. I am not aware of any.

18 Q. Have you actually seen where titles were
19 executed between dealerships or is that unusual?

20 A. I have seen it. I have seen it. It's not
21 unusual.

22 Q. We were talking about cash sources, and we have
23 identified a few. Are there any other cash sources to
24 these Debtors that you know of?

25 A. No, sir.

1 Q. And any issues related to management or
2 operating agreements, that would be an issue we would
3 need to talk with someone else about?

4 A. Yes, sir.

5 Q. After you came aboard in late January, were you
6 involved at all in the physical vehicle audit process?

7 A. No. I had no involvement or anything to do the
8 with that.

9 Q. Sometime on or about July 28th, 29th, 30th, did
10 you become aware of Ford Credit requesting payment for
11 certain units --

12 A. Yes.

13 Q. -- that had been sold?

14 A. Yes.

15 Q. Okay. And is it your understanding that dealer
16 electronic funds transfers were initiated by the
17 dealerships on or about late July, early August?

18 A. I am not sure who initiated them, but I know
19 they were initiated.

20 Q. Did you come to learn that each of -- well,
21 primarily all of these electronic funds transfers were
22 rejected?

23 A. Yes.

24 Q. And did you become aware that this amounted to
25 about \$42 million?

1 A. Yes.

2 Q. Mr. Conner, if some issues developed relative
3 to the date of sale of a particular vehicle, did you
4 become involved with respect to the date of sale of a
5 vehicle?

6 A. No. I had no involvement in sales or dates or
7 anything like that.

8 Q. Prior to coming to work for Reagor-Dykes, did
9 you know Mr. Shane Smith?

10 A. No.

11 Q. Do you have an understanding as the -- as to
12 the entire indebtedness owed by these dealerships to
13 Ford Credit?

14 A. Yes.

15 Q. And is that amount approximately \$116 million?

16 A. Yes.

17 Q. That's going to be give or take depending upon
18 the total interest and other charges, correct?

19 A. Yes, sir.

20 Q. And to your knowledge, have the dealerships
21 received certain notices relative to manufacturers such
22 as Toyota or GM or Ford Motor Company relative to the
23 sales and service agreements?

24 A. I am aware that some stuff has been received,
25 but I really don't know what it amounts to.

APP 0258

1 Q. Is the inventory -- and by "inventory," I mean
2 vehicles. Are the vehicles -- is it fair to say that
3 those are ageing in value each day they sit on the lots
4 post-petition?

5 A. Yes, sir. That's correct.

6 Q. When does the new model year come out for,
7 let's say, Ford vehicles, if you know?

8 A. They are already coming out.

9 Q. Do the dealerships have some 2017 model
10 vehicles?

11 A. Yes.

12 Q. And so you have 2017s, 2018s, and you are
13 receiving some 2019s, correct?

14 A. Yes.

15 Q. Mr. Conner, I think you provided some
16 spreadsheets with maybe some new information. Is there
17 anything particularly remarkable on some of these new
18 spreadsheets?

19 A. No. It's just an update on where we show the
20 payoffs are.

21 Q. Okay. So this payoffs is basically showing
22 2.8 million. That's about the same as the prior
23 spreadsheet, correct?

24 A. Yes, sir.

25 MR. LANGLEY: Let's take a break for juAPP 0259

1 about ten minutes.

2 (Break was taken.)

3 Q. (BY MR. LANGLEY) Mr. Conner, I have a few more
4 questions, and then I will finish up with you. I
5 appreciate you helping me understand some of these
6 numbers.

7 Let me understand -- to the extent you know
8 the data entry process, when a car is sold in the
9 ordinary course to a retail consumer -- let's say at the
10 Mitsubishi store that you were employed at -- who, if
11 you know, enters the data to get that information either
12 to that store or to the corporate headquarters that that
13 vehicle has been sold?

14 A. Well, for Mitsubishi, we used a software called
15 Reynolds and Reynolds. That software would allow the
16 salesman and the finance managers to input all of the
17 information from the sale, and it would automatically
18 flow onto the accounting side, and they bring the deals
19 over when they were done, and we would send them to the
20 bank, but they would go to the accounting system that we
21 also had access to at headquarters.

22 So as things were getting entered and
23 update it was realtime updates for us at headquarters,
24 also.

25 Q. Okay. So Reynolds and Reynolds, I take it, is

1 some form of an accounting software; is that about
2 right?

3 A. It's account -- it's a car sale as a whole. It
4 does the operational side and the car side.

5 Q. Help me understand: At corporate headquarters,
6 are you translating that data or are you using Reynolds
7 and Reynolds data at that point to reconcile what has
8 occurred at the Mitsubishi store?

9 A. As far as I know, we just use Reynolds and
10 Reynolds.

11 Q. Okay. And at other locations, you are going to
12 have other software packages, either Reynolds and
13 Reynolds or something else; is that correct?

14 A. Yes.

15 Q. To your knowledge, was there a master ability
16 to reconcile the sold units? I am trying to understand.
17 If the dealerships have reported that 500 vehicles have
18 been sold in a particular time frame and if those 500
19 vehicles were floored, financed, if you will, by a
20 particular finance source, does the corporate
21 headquarters then have the ability to say, "Okay. We
22 have got 500. We need to get those 500 paid off"?

23 A. They would have had the ability to see because
24 it would have left our inventory schedule, which also
25 had the floor plan amount for the specific vehicle.

1 So as the vehicle was sold, it would leave
2 our inventory schedule and still leave a corresponding
3 floor plan liability if it's owed.

4 Q. Okay. And the date of sale which triggers the
5 length of time that the dealership has to pay that floor
6 source, that was an issue that you did not deal with,
7 but rather Mr. Smith, to your knowledge, dealt with?

8 A. Yes, sir.

9 Q. Since your time at corporate headquarters, have
10 you come to learn that there have been discrepancies
11 relative to the date of sale reporting?

12 A. I have become aware recently of that.

13 Q. And have you come to any conclusions on how
14 that happened or why that happened?

15 A. I don't have any knowledge of how it happened.

16 Q. All right. So a new vehicle, what we talked
17 about -- and I just have two exhibits for you here.

18 (Tim Conner Deposition Exhibit Number 1,
19 Vehicle Receivables Spreadsheet, was marked for
20 identification and attached hereto.)

21 (Tim Conner Deposition Exhibit Number 2,
22 Spreadsheet of Vehicles with No Corresponding Floor
23 Plan, was marked for identification and attached
24 hereto.)

25 Q. (BY MR. LANGLEY) I have got one that I marked

1 as Conner Exhibit 2, and I think that's a spreadsheet
2 that you prepared and provided to us, and I wrote on the
3 top that it's unfloored of 9.5 to 15 million. Do you
4 recognize, Conner Exhibit 2?

5 A. Yes, sir.

6 Q. What is it?

7 A. It is a listing of vehicles that we show to be
8 in our inventory that have no corresponding floor plan
9 liability.

10 Q. All right. I need your help in understanding
11 that. A new unit comes in -- so let's go with the first
12 vehicle. It's a '18 Ford Expedition. It's got the VIN
13 number on Conner Exhibit 2, and it indicates \$66,000
14 inventory value, correct?

15 A. Yes, sir.

16 Q. That vehicle comes in. In looking at Conner
17 Exhibit 2, can you tell where it went?

18 A. No, sir.

19 Q. All right. So you have got a Ford Expedition.
20 It's not floored specifically with any floor plan
21 finance source. What, if anything, happened relative to
22 that vehicle, if you can tell us?

23 I am wondering when it came in, where it
24 came in and what would normally have happened to get it
25 on some floor plan.

1 A. Well, normally, with these new vehicles like
2 this, they would have come in from the manufacturer.
3 They would have been taken to the lot that they would be
4 sold on and floor planned under the corresponding -- we
5 would submit that to the floor plan to advance the
6 funds.

7 Q. Okay. So with this Ford Expedition that comes
8 in, you have got a control number?

9 A. Yes, sir.

10 Q. All right. And so that control number is a
11 number that's assigned by the dealerships that says, "We
12 are going to refer to that vehicle as that number,"
13 correct?

14 A. Yes, sir.

15 Q. That vehicle comes in, and in the ordinary
16 course, you would expect that at some point in time,
17 Mr. Conner, that unit would be reported and then added
18 to a floor plan somewhere, correct?

19 A. Yes, sir.

20 Q. And that unit -- is it fair to say the only
21 source for that unit would come from the Ford
22 manufacturer?

23 A. Yes, sir.

24 Q. So in all probability, that vehicle was headed
25 to one of the two Ford stores, correct?

1 A. Yes, sir.

2 Q. All right. Let me see if I can't -- now, I
3 quickly went through your spreadsheet and added up these
4 subtotals, and if you add the 3.648 million and these
5 other subtotals, you come up somewhere in the range that
6 you are talking about, 9.5 to 15 million, correct?

7 A. Yes, sir.

8 Q. And these are your assumptions on the value,
9 depending upon whether they are new or used vehicles,
10 correct?

11 A. Yes, sir.

12 Q. What, if anything, would have happened with
13 respect to the used vehicles? Can you look at this?
14 And look down here at the bottom, and you see this '13
15 Chevy Corvette, three from the bottom. What, if
16 anything, can you tell us about that vehicle?

17 A. That's a vehicle that was either received by
18 trade in or we bought it from another dealership, and
19 that 51,000 number is what we purchased it for.

20 Q. Does the exhibit Conner 2 indicate to you
21 whether there is a payoff associated with that vehicle?

22 A. No, sir.

23 Q. All right. I am going to hand you Conner
24 Exhibit 1, and I think this is another spreadsheet that
25 you were involved in preparing that shows the contracts

1 in transit of about \$8.2 million; is that correct?

2 A. Yes, sir.

3 Q. And we talked about these contracts already.

4 Basically, a few of these have been financed, meaning
5 that you have seen checks, but in general, it's fair to
6 say that these checks have been put into suspense
7 accounts?

8 A. We have been made aware of that in one
9 situation, but I don't know for all of them.

10 Q. Okay. Is it fair to say you don't really know
11 what has happened with the other finance sources?

12 A. Yes, sir.

13 Q. All right. Now, this Corvette that was on
14 Conner Exhibit 2, third from the bottom, first page,
15 that vehicle, looking at Conner Exhibit 2, we don't know
16 which dealership that ended up at, and we also don't
17 know whether that vehicle ended up getting moved from
18 one location to another, correct?

19 A. No, sir. That spreadsheet is giving -- it is
20 the assumption on which dealership it's on the books at.

21 Q. All right. And which dealership is at the --
22 on the books?

23 A. That is Reagor Dykes Motor, Spike Dykes Ford.

24 Q. Is that the Auto Mall?

25 A. No. That is our Ford store in Lamesa.

1 Q. Okay. All right. So if you go through each of
2 these, how do you identify which dealership it's located
3 at?

4 A. It's on the top page.

5 Q. Okay.

6 A. It says, "Reagor-Dykes Motors," and then a
7 subtotal for that one. The next one is Reagor-Dykes
8 Imports, which is Lubbock Mitsubishi, Reagor-Dykes
9 Amarillo, Reagor-Dykes Auto Company, which is Ford
10 Plainview, Reagor-Dykes Plainview, which is Toyota, and
11 our Floydada Chevy store, and that's how you identify
12 them.

13 Q. What about the used car Auto Mall in Lubbock?
14 That's not on Conner Exhibit 2.

15 A. No, sir.

16 Q. Would there be vehicles potentially at the
17 Lubbock Auto Mall that fit within this category where
18 they -- you are not sure whether they have been listed
19 on a floor plan finance source?

20 A. Potentially.

21 Q. Since on or about August 1st to the current, I
22 believe you said that there is not any of the accounting
23 personnel who actually reports to you or that you
24 supervise; is that correct?

25 A. Rephrase that for me.

1 Q. Do you supervise any of the accounting
2 personnel at corporate headquarters?

3 A. Yes.

4 Q. Who do you supervise?

5 A. Kyle Fields, Lindsey Williams and Brad Fansler.

6 Q. Just generally tell us the responsibilities of
7 Mr. Fields.

8 A. Kyle Fields is a financial analyst. He is
9 very, very talented in Excel, and he helps us take the
10 raw data and make it more useful.

11 Q. Who was the next person?

12 A. Lindsey Williams. She is very knowledgeable at
13 the store level as well as accounting, and she helps the
14 stores day to day.

15 Q. And Brad Fansler?

16 A. He is our systems operational guy that can
17 train people on how things should work from Reynolds and
18 Reynolds, CDK, as well as being a good source for
19 accounting work.

20 Q. What is CDK?

21 A. It's another software we use that's like
22 Reynolds and Reynolds.

23 Q. And Mr. Conner, have you or Mr. Fields or
24 Ms. Williams or Mr. Fansler or anyone to your knowledge
25 reached out to the finance -- retail finance sources to

1 inquire about the funding of the accounts on Conner
2 Exhibit 1?

3 A. Lindsey and Brad have reached out on a few, and
4 we keep getting referred to their legal department, and
5 it hasn't really gotten us anywhere.

6 Q. When you look at Conner Exhibit 1, that
7 document doesn't really tell us the amount of the payoff
8 for the trade in on the particular installment sale?

9 A. No, sir.

10 Q. Okay. And it doesn't also tell us -- we would
11 have to go to the deal jacket to determine the taxes and
12 the title and whether there is an extended warranty or
13 any other payable associated with that deal?

14 A. Correct.

15 Q. Have you developed any -- and by "you," I mean
16 the Debtors. Have you developed any means of
17 reconciling the back end of the transactions? And
18 specifically, I am talking about the finance spread or
19 extended warranties or other items that are added on the
20 in the finance department.

21 A. I guess rephrase that for me.

22 Q. Well, let's say your source of funding costs
23 you 5 percent, and you charge the consumer 7 percent.
24 Do you have a mechanism to be able to determine your
25 gross profit that includes the cost of your warranties

1 or other add on devices such as the interest rate?

2 A. Our software will do that for us.

3 Q. Have you produced any type of calculation
4 relative to that?

5 A. No, sir.

6 Q. Okay.

7 MR. LANGLEY: I pass the witness.

8 EXAMINATION

9 BY MR. BUSTOS:

10 Q. Mr. Conner, I represent Vista Bank.

11 A. Yes, sir.

12 Q. I have a few questions for you. You produced
13 some financial statements to Vista Bank last week; is
14 that correct?

15 A. Yes, sir.

16 Q. When did those financial statements become
17 available to you?

18 A. Are we referring to the audited financials that
19 were provided?

20 Q. Yes, the 2016 audited financials.

21 A. They became available to me after August 1st.

22 Q. So you were not aware of their existence before
23 that date?

24 A. I had never seen them before that date.

25 Q. Who gave those to you to produce to Vista Bank?

1 A. I was made aware that they were in what we call
2 our admin share folder that's shared on a drive, and I
3 was made aware that they were located in there and I
4 could go get them and send them to you.

5 Q. Who directed you to send those to Vista Bank?

6 A. Bart Reagor.

7 Q. To your knowledge, who was responsible for
8 working with the auditors to provide information to the
9 auditors on financials?

10 A. Shane Smith and Brad Fansler headed up getting
11 the information to the auditors, but all the information
12 had to flow through Shane.

13 Q. Let me ask you some follow-up questions from
14 earlier questioning. In terms of the payroll
15 liabilities for the bankrupt company, has all payroll
16 obligations been satisfied to date to your knowledge?

17 A. Yes, sir.

18 Q. So there is no unpaid payroll for the
19 employees, correct?

20 A. We sent all the remaining payroll due to
21 employees this morning.

22 Q. Okay. So some was paid late, as late as this
23 morning?

24 A. We did pay it as of this morning.

25 Q. Okay. In terms of these double floor planned

1 cars -- and there is approximately 185 of them
2 currently, right?

3 A. Yes.

4 Q. Who are the lenders involved in that double
5 flooring on those cars, to your knowledge?

6 A. To my knowledge, it's Ford Motor Credit, GM
7 Financial, First Capital Bank and Liberty Capital, and
8 First Bank & Trust is the other one.

9 Q. Do you still have an active CPA license?

10 A. Yes, sir.

11 MR. BUSTOS: I will pass the witness.

12 EXAMINATION

13 BY MR. CARDER:

14 Q. Is there a document on the 185 cars that you
15 mentioned were double floor planned?

16 A. Yes, sir. We have a spreadsheet.

17 Q. What's the title or way to identify that
18 document?

19 A. We call it -- in our folder, it's saved as
20 "Duped Flooring Spreadsheet."

21 Q. Thank you.

22 MR. CARDER: That's all my questions.

23 EXAMINATION

24 BY MR. STROHSCHIN:

25 Q. Mr. Conner, I am Steve Strohschein. I

APP 0272

1 represent GM Financial. Conner Number 2 is the
2 inventory list of automobiles which are not on a floor
3 plan; is that correct?

4 A. Yes, sir.

5 Q. And what is the status -- you may have answered
6 this. If I am repeating a question, I am sorry. What
7 is the status of actually trying to see which of those
8 cars are on the ground?

9 A. We have conducted hard counts on most of the
10 lots yesterday and are finishing at the others today.
11 So we will be able to actually know where each one of
12 these individual cars is very, very soon.

13 MR. STROHSCHIEIN: No further questions.

14 EXAMINATION

15 BY MR. LASHAWAY:

16 Q. I am Jeff Lashaway. I represent Aim Bank. Are
17 you aware that financials -- financial statements were
18 provided to Aim Bank through the end of March of this
19 year, 2018?

20 A. I wasn't aware who received financials.

21 Q. Would you have been involved in preparing those
22 financials in March -- through March of 2018?

23 A. The only thing I had to do with financials is
24 Shane would tell me when they were finished, and I would
25 plug the numbers into our consolidated financial report

1 that put it all just in one big spreadsheet.

2 So I would take the financials that were
3 prepared and place those numbers into a spreadsheet for
4 him.

5 Q. Who else with the Reagor-Dykes organization
6 would be involved in providing the data for those
7 financials?

8 A. The data would come from the individual stores,
9 and they would finish what they call the month end
10 close, and then all that data will be sent to Shane, and
11 he would have it from there.

12 Q. Earlier, you had testified, I think, in
13 response to a question about the 42 million in ACH
14 payments that were made or originated prior -- at the
15 end of July or in July. Do you recall -- do you know
16 what I am speaking of with the 42 million?

17 A. Yes, sir.

18 Q. Who -- do you know who originated that ACH?

19 A. I do not.

20 Q. Would Ford have originated -- Ford Motor Credit
21 originated those ACHs?

22 A. You would have to ask them. I don't know.

23 Q. And do you know who those ACHs were presented
24 to or what banks -- bank accounts?

25 A. Yes, sir. I do know which banks they were

1 presented to.

2 Q. Who would be those banks?

3 A. For Amarillo Mitsubishi, it would have been
4 IBC. For the two Plainview stores, which would be
5 Reagor-Dykes Auto Company and Reagor-Dykes Plainview, it
6 would have been to Vista Bank. I am not sure on
7 Floydada, which -- because they had a few accounts.

8 For Spike Dykes Ford, I am not sure, and
9 Lubbock Mitsubishi would have been to IBC.

10 MR. LASHAWAY: That is all the questions I
11 have. Pass the witness.

12 EXAMINATION

13 BY MR. MASSOUH:

14 Q. I am John Massouh. I am represent First
15 Capital Bank of Texas. You had mentioned that prior to
16 August 1st there were no vehicles transferred -- or I'm
17 sorry -- after August 1st there were no vehicles
18 transferred from car lot to car lot except for some
19 vehicles that you were instructed to transfer by Ford
20 Motor Company; is that correct?

21 A. Yes. That's what I have been told.

22 Q. Okay. Is there a list of these vehicles after
23 August 1st that were transferred from one car lot to
24 another car lot?

25 A. I am not aware of one. Ryan Reagor has handled

1 all of the cars.

2 Q. To your knowledge, were the cars that were
3 transferred after August 1st from one car lot to another
4 car lot, were they new or used cars or a combination of
5 both?

6 A. I am only aware of used, but I don't know.

7 Q. Do you know the scope of how many vehicles we
8 are talking about that were transferred from one car lot
9 to another car lot after August 1st?

10 A. No, sir.

11 Q. Is there a process or a mechanism in place to
12 keep track of transfers as between car lots prior to
13 August 1st or any point in time?

14 A. Prior to August 1st, there wasn't really a
15 mechanism for that, and since August 1st, we have told
16 all GMs, "No moving between the stores."

17 Q. So prior to August 1st, there would be vehicles
18 that would have been transferred from car lot to car
19 lot. And how would Reagor-Dykes keep up with where the
20 vehicle is located and which car lot it was at?

21 A. The office staff would get the receipts for the
22 vehicle turned into them. We sold it between lot to
23 lot, and so we would pay the different entities for the
24 car, and that would be turned into the office for them
25 to post in inventory.

1 Q. If it was a used vehicle, would that be --
2 would there be a transfer of ownership reflected on the
3 title, as well?

4 A. Yes, sir.

5 Q. Would that always be the case or was it just
6 sometimes?

7 A. I have seen it. I can't speak to always, but I
8 have seen it on the title that it does get transferred.

9 MR. MASSOUH: I pass the witness.

10 MR. MULLIN: We will reserve our questions.

11 MR. LANGLEY: Anyone else? Okay. Nothing
12 further. Thank you very much, Mr. Conner.

13 THE WITNESS: Thank you.

14 (Deposition concluded at 10:46 a.m.)

15

16

17

18

19

20

21

22

23

24

25

1 CHANGES AND SIGNATURE

2 WITNESS NAME: TIM CONNER DATE: AUGUST 13, 2018

3 PAGE LINE CHANGE REASON

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

1 I, TIM CONNER, have read the foregoing
2 deposition and hereby affix my signature that same is
true and correct, except as noted above.

3

4

5 _____
TIM CONNER

6

7 THE STATE OF _____)

8 COUNTY OF _____)

9

10 Before me, _____, on this day
11 personally appeared TIM CONNER, known to me (or proved
12 to me under oath or through _____)
13 (description of identity card or other document)) to be
14 the person whose name is subscribed to the foregoing
15 instrument and acknowledged to me that they executed the
16 same for the purposes and consideration therein
17 expressed.

18 Given under my hand and seal of office this
19 _____ day of _____, _____.

20

21

22

23

24

25

NOTARY PUBLIC IN AND FOR
THE STATE OF _____
COMMISSION EXPIRES: _____

1 That the witness, TIM CONNER, was duly sworn by the
2 officer and that the transcript of the oral deposition
3 is a true record of the testimony given by the witness;

4 That the deposition transcript was submitted on
5 _____ to the witness or to the attorney
6 for the witness for examination, signature and return to
7 me by _____;

8 That the amount of time used by each party at the
9 deposition is as follows:

10 MR. DAVID MULLIN - 00 HOURS:00 MINUTES
 MR. DAVID M. LANGSTON - 00 HOURS:00 MINUTES
11 MR. KEITH A. LANGLEY - 01 HOUR:05 MINUTES
 MR. DONALD H. CRAM - 00 HOURS:00 MINUTES
12 MR. MARK ANDREWS - 00 HOURS:00 MINUTES
 MR. STEPHEN P. STROHSCHIEIN - 00 HOURS:01 MINUTE
13 MR. JEFF R. LASHAWAY - 00 HOURS:03 MINUTES
 MR. JOHN F. MASSOUH - 00 HOURS:02 MINUTES
14 MR. JOHNNY K. MERRITT - 00 HOURS:00 MINUTES
 MR. FERNANDO BUSTOS - 00 HOURS:03 MINUTES
15 MR. MARK S. CARDER - 00 HOURS:01 MINUTE
 MR. SCOTT R. WIEHLE - 00 HOURS:00 MINUTES
16 MR. MARK D.G. SANDERS - 00 HOURS:00 MINUTES

17 That pursuant to information given to the
18 Deposition officer at the time said testimony was taken,
19 the following includes counsel for all parties of
20 record:

21 MR. DAVID MULLIN and MR. DAVID M. LANGSTON,
 Attorneys for Debtors,
22 MR. KEITH A. LANGLEY and MR. DONALD H. CRAM,
 Attorneys for FORD MOTOR CREDIT COMPANY, L.L.P.,
23 MR. MARK ANDREWS, Attorney for GM, L.L.C.,
 MR. STEPHEN P. STROHSCHIEIN, Attorney for GM
24 FINANCIAL,
 MR. JEFF R. LASHAWAY, Attorney for Aim Bank,
25 MR. JOHN F. MASSOUH, Attorney for First Capital

1 MR. JOHNNY K. MERRITT, Attorney for Tim Conner,
2 MR. FERNANDO BUSTOS, Attorney for Vista Bank,
3 MR. MARK S. CARDER, Attorney for First Bank &
4 Trust,
5 MR. SCOTT R. WIEHLE, Attorney for Bart Reagor,
6 MR. MARK D.G. SANDERS, Attorney for IBC Bank

7 I further certify that I am neither counsel for,
8 related to, nor employed by any of the parties or
9 attorneys in the action in which this proceeding was
10 taken, and further that I am not financially or
11 otherwise interested in the outcome of the action.

12 Further certification requirements pursuant to Rule
13 203 of TRCP will be certified to after they have
14 occurred.

15 Certified to by me this 14th day of August, 2018.

16

17

18

19

20

21

22

23

24

25

Cindy Wiley, Texas CSR 8667
Expiration Date: 12/31/18
Caprock Court Reporting, Inc.
Firm Registration No. 374
1112 Texas, Suite 200
Lubbock, Texas 79401
(806)795.4202

1 FURTHER CERTIFICATION UNDER RULE 203 TRCP

2 The original deposition was/was not returned to the
3 deposition officer on _____;

4 If returned, the attached Changes and Signature
5 page contains any changes and the reasons therefor;

6 If returned, the original deposition was delivered
7 to Mr. Keith A. Langley, Custodial Attorney;

8 That \$_____ is the deposition officer's
9 charges to Ford Motor Credit Company, L.L.C., for
10 preparing the original deposition transcript and any
11 copies of exhibits;

12 That the deposition was delivered in accordance
13 with Rule 203.3, and that a copy of this certificate was
14 served on all parties shown herein on and filed with the
15 Clerk.

16 Certified to by me this _____ day of
17 _____, 2018.

18

19

20

21

22

23

24

25

Cindy Wiley, Texas CSR 8667
Expiration Date: 12/31/18
Caprock Court Reporting, Inc.
Firm Registration No. 374
1112 Texas, Suite 200
Lubbock, Texas 79401
(806)795.4202

A	agreements 26:4 32:2 33:23 ahead 9:5 14:11 Aim 5:1 48:16 48:18 56:24 allow 35:15 alter 7:9 Amarillo 1:10 5:7 42:9 50:3 55:10 amount 17:8 18:18,19 33:15 36:25 44:7 56:8 amounted 32:24 amounts 16:4 33:25 analysis 19:16 analyst 20:22 43:8 AND- 4:4 and/or 7:7 ANDREWS 4:17 56:12,23 answered 48:5 Antonio 9:10 anybody 12:19 12:21 appearances 3:3 8:13 appeared 8:15 54:11 appreciate 35:5 approach 29:22 29:24 30:3 approximate 19:11 29:14 approximately 33:15 47:1 arrears 17:1 assigned 39:11 assignment 20:16 assist 26:24 associated 27:19 40:21 44:13 assume 19:20 assumed 14:23 assumption	14:25 41:20 assumptions 14:20 40:8 attached 2:9 37:20,23 58:4 attorney 7:3 56:5,23,23,24 56:25 57:1,1,2 57:3,3 58:7 attorneys 4:10 7:13 8:13 56:21,22 57:7 Audin 6:7 audit 32:6 audited 45:18 45:20 auditors 46:8,9 46:11 August 1:24 2:4 11:25 12:4,8 12:16 13:22 14:11,24 16:17 17:2,7 18:2 20:9 23:23,23 26:2,13,20 28:12,13,17,23 30:9,17,20 32:17 42:21 45:21 50:16,17 50:23 51:3,9 51:13,14,15,17 53:2 55:23 57:13 Austin 5:11 8:16 authority 13:13 Auto 1:13 2:7 15:25 16:1 27:7,9 31:1 41:24 42:9,13 42:17 50:5 55:13 automatically 35:17 automobiles 48:2 available 7:3 13:6 14:21 45:17,21 Avenue 2:7 5:2	aware 12:5 13:12 19:7 22:13 23:21 24:13,18 25:2 25:17,24 26:2 28:4 29:20 31:17 32:10,24 33:24 37:12 41:8 45:22 46:1,3 48:17 48:20 50:25 51:6 B back 9:12 21:13 44:17 background 8:22 bank 5:1,5,13,18 6:1 11:12 12:13 14:13 20:12,12 21:13 21:23 22:11,11 22:14,18 29:9 35:20 45:10,13 45:25 46:5 47:7,8 48:16 48:18 49:24 50:6,15 56:24 57:1,2,3 bankrupt 46:15 bankruptcies 12:2 bankruptcy 1:1 11:24 16:17,19 21:15 22:1,6 25:3 26:25 29:19 55:1 banks 21:10 27:24 29:13 49:24,25 50:2 Baptist 9:1 Bart 5:22 6:8 10:21 12:12,14 26:21 46:6 57:3 based 20:15 basically 13:21 16:14 23:23	25:19 34:21 41:4 basis 14:8 BATON 4:24 BEE 5:11 began 11:11 12:9 belief 22:5 beliefs 27:25 believe 15:10,16 42:22 best 21:14 big 17:10 49:1 bit 8:22 9:15 10:2 16:16 23:9 27:2 28:4 board 10:17 11:3 BOERNER 5:2 bookkeeping 9:24 books 41:20,22 bottom 40:14,15 41:14 bought 21:18 40:18 BOULEVARD 4:10 Brad 6:10 43:5 43:15 44:3 46:10 break 34:25 35:2 briefly 10:16 bring 14:1 35:18 BROADWAY 4:6 brought 10:19 11:8 13:25 BROWN 4:5 budget 14:15,22 14:25 17:18 building 4:11 29:11 built 27:22 Burdette 9:6 Burgess 6:10 business 9:3 10:2,9 18:9 APP 0284
----------	--	---	--	--

21:11 Bustos 3:6 5:14 5:14 45:9 47:11 56:14 57:1	cash 8:8 12:13 13:6 14:21,21 14:22 16:16,18 16:21 18:9 23:10,11,22 24:24 25:5,8 25:11,12 28:21 31:22,23 cash-rich 18:8 category 42:17 cause 2:4 CDK 43:18,20 Cecil 6:7 CENTER 4:5,14 Cert 7:18 certain 14:20 32:11 33:21 certificate 3:11 58:13 certification 55:22 57:10 58:1 certified 55:24 57:11,13 58:16 certify 55:25 57:5 CFO 12:24 change 7:9,10 12:8 53:3 changed 12:9 14:12 15:2 18:18 changes 3:10 7:5 7:7 53:1 58:4,5 charge 20:18 44:23 charges 33:18 58:9 check 13:16 28:21 checks 13:15 16:20 22:2,6 23:14,14,15 25:2,3 41:5,6 Chevy 40:15 42:11 Cindy 2:5 7:18 55:24 57:18 58:20	CITY 5:20 Civil 7:2 Clerk 58:15 close 18:11 49:10 closely 18:5 coast-to-coast 10:4 collateral 14:22 26:24 27:4,9 college 9:1,7 colloquially 15:18 combination 51:4 come 22:3 27:25 32:20 34:6 37:10,13 39:2 39:21 40:5 49:8 comes 21:13 38:11,16 39:7 39:15 comfortable 17:25 coming 9:13 10:17,19 11:3 25:13,15 33:8 34:8 commission 17:15,17 54:23 commissions 17:9 company 1:13 2:2 4:9 9:9 14:16 27:20 33:22 42:9 46:15 50:5,20 55:13 56:22 58:9 compared 22:3 comparing 27:19 comparisons 29:11 complaints 19:7 completed 7:14 concluded 3:9 52:14	conclusions 37:13 condensed 7:4 conducted 48:9 Conner 1:23 2:1 3:5 5:9 8:1,6 8:18,19,21 15:10 18:14 19:17,25 23:9 26:3,23 28:3 29:21 33:2 34:15 35:3 37:18,21 38:1 38:4,13,16 39:17 40:20,23 41:14,15 42:14 43:23 44:1,6 45:10 47:25 48:1 52:12 53:2 54:1,5,11 55:22 56:1 57:1 consideration 54:16 consolidated 48:25 constitute 27:10 consumer 25:22 35:9 44:23 consumers 19:8 28:6 contact 22:9 contacted 22:7 contains 58:5 contract 21:18 22:22 contracts 20:2 21:3,25 25:7 40:25 41:3 control 39:8,10 copies 58:11 copy 7:14 58:13 corporate 11:9 13:5,9 35:12 36:5,20 37:9 43:2 correct 12:24 13:18 15:3 17:2 18:3,23	19:9,20 20:2 21:3,7 24:23 26:10,25 29:19 31:7 33:18 34:5,13,23 36:13 38:14 39:13,18,25 40:6,10 41:1 41:18 42:24 44:14 45:14 46:19 48:3 50:20 54:2 correction 7:9 corrections 7:5 7:7 corresponding 3:17 37:2,22 38:8 39:4 Corvette 40:15 41:13 cost 16:14 44:25 costs 44:22 counsel 56:19 57:5 COUNSELORS 4:10 count 29:16 counties' 28:5 counts 19:21 27:18 48:9 county 28:5,20 54:8 course 12:11 21:16 30:5,7 35:9 39:16 court 1:1 7:18 8:2 12:11 14:15 29:19 55:1 57:19 58:21 COX 4:18 CPA 9:8,13,15 9:18 47:9 Craig 6:8 CRAM 4:13 56:11,22 creating 20:1 Credit 2:2 4:9 8:12 21:6,1 APP 0285
---	---	--	--	--

22:17 32:10 33:13 47:6 49:20 56:22 58:9 critical 23:22 Cross 9:20 10:13 CSR 2:5 57:18 58:20 current 15:8 42:21 currently 19:23 21:1 24:20 47:2 Custodial 58:7 customer 21:14 customers 28:20 cut 25:2,3 cycle 16:24	25:25 26:1 30:23,23 32:15 dealership 30:11 37:5 40:18 41:16,20,21 42:2 dealerships 15:22 25:13 26:4,13 27:4,5 27:5,11 31:4 31:19 32:17 33:12,20 34:9 36:17 39:11 dealing 15:11 21:16 deals 35:18 dealt 37:7 Debtor 1:5,8,11 1:14,17,20 23:18 24:25 55:5,8,11,14 55:17,20 Debtors 4:3 16:18 18:9 21:25 23:11 25:13 29:18 31:24 44:16 56:21 decided 13:25 decision 14:3 deliver 7:14 delivered 58:6 58:12 DENNIS 5:2 department 44:4,20 depend 17:9,24 depending 11:22 12:12 17:11 33:17 40:9 depends 21:13 deposition 1:23 2:1 3:9 7:1,2,2 7:4 37:18,21 52:14 54:1 55:22 56:2,4,9 56:18 58:2,3,6 58:8,10,12 describe 21:17	description 3:15 54:13 determination 22:22 determinations 22:24 determine 44:11 44:24 determined 23:2 developed 10:25 33:2 44:15,16 devices 45:1 different 15:12 30:23 31:10 51:23 difficult 14:17 17:15 directed 46:5 directly 12:14 20:15 28:20 discrepancies 37:10 discussed 10:18 25:6 discussing 26:17 DISTRICT 1:1 55:1 DIVISION 1:2 55:2 document 44:7 47:14,18 54:13 doing 11:17 27:18 30:6 Don 8:21 DONALD 4:13 56:11,22 double 27:21 28:1 29:1,4,25 31:12 46:25 47:4,15 drive 23:7 46:2 driving 19:9 due 16:23,24 17:1 46:20 duly 2:3 8:2 56:1 Duped 47:20 DYKEMA 4:18 Dykes 6:9 31:1 41:23,23 50:8	E E 4:1,1 earlier 46:14 49:12 early 32:17 education 8:23 effectively 8:8 either 35:11 36:12 40:17 electronic 32:16 32:21 EMBARCAD... 4:14 employed 35:10 57:6 employees 46:19 46:21 employment 12:3 encumbrance 16:10 ended 9:10 41:16,17 entered 35:22 enters 35:11 entire 33:12 entities 25:3 51:23 entitled 31:11 entry 35:8 estimate 19:4 exam 9:16 examination 3:5 3:6,6,7,7,8 7:3 8:4 45:8 47:12 47:23 48:14 50:12 56:6 example 31:2 Excel 43:9 executed 31:19 54:15 exhibit 37:18,21 38:1,4,13,17 40:20,24 41:14 41:15 42:14 44:2,6 exhibits 3:14 37:17 58:11 exist 30:1	existence 45:22 expect 39:16 Expedition 38:12,19 39:7 Expiration 57:18 58:21 EXPIRES 54:23 expressed 54:17 extended 44:12 44:19 extent 18:17 35:7 F F 5:5 56:13,25 F-150 30:13 facilities 24:8,22 fair 14:17 17:5 18:8,25 23:16 34:2 39:20 41:5,10 familiar 15:14 22:18 Fansler 43:5,15 43:24 46:10 far 23:24 25:19 27:2 28:11,22 36:9 FARGO 4:5 Federal 2:8 feel 17:25 fees 25:4 FERNANDO 5:14 56:14 57:1 Fields 20:20 43:5,7,8,23 Fields's 20:21 FIFTH 6:3 filed 11:24 29:17 29:18 58:14 finance 21:5,6 35:16 36:20 38:21 41:11 42:19 43:25,25 44:18,20 financed 22:16 36:19 41:4 financial 4:21 APP 0286
--	---	---	--	--

18:11 20:22 23:7 26:6 43:8 45:13,16 47:7 48:1,17,25 56:24 financially 57:8 financials 45:18 45:20 46:9 48:17,20,22,23 49:2,7 find 22:11 finish 35:4 49:9 finished 48:24 finishing 48:10 firm 5:14 7:19 8:17 9:13,18 9:19 10:1 57:19 58:22 first 5:5,18 8:2 15:9 38:11 41:14 47:7,8 50:14 56:25 57:2 fit 42:17 fixed 17:12 floor 3:17 4:14 4:23 27:19,21 27:21 28:1 29:4,9 30:19 36:25 37:3,5 37:22 38:8,20 38:25 39:4,5 39:18 42:19 46:25 47:15 48:2 floored 15:13 29:1,12,25 31:12 36:19 38:20 flooring 16:10 47:5,20 flow 25:18 35:18 46:12 flowed 13:10,11 Floyd 1:19 42:11 50:7 55:19 folder 46:2 47:19	follow-up 46:13 followed 7:11 following 7:7 55:25 56:19 follows 8:3 56:9 Ford 2:2 4:9 8:12 20:14 21:6,11 30:18 31:2 32:10 33:13,22 34:7 38:12,19 39:7 39:21,25 41:23 41:25 42:9 47:6 49:20,20 50:8,19 56:22 58:9 foregoing 54:1 54:14 form 36:1 FORT 5:25 forward 7:13 found 22:10 four 11:8 16:20 23:14 FOURTEEN... 4:23 frame 12:23 13:21 14:12 36:18 FRANCISCO 4:15 FRANKLIN 5:2 friends 9:9 friendship 10:25 full 8:20 funded 22:15,21 23:1 funding 21:20 21:25 44:1,22 funds 32:16,21 39:6 further 16:6,8 48:13 52:12 57:5,8,10 58:1 <hr/> G <hr/> GABLE 6:2 general 41:5 generally 29:6	43:6 getting 11:11 24:9 25:16 29:8,9 35:22 41:17 44:4 46:10 give 7:10 8:22 17:16,20 33:17 given 54:18 56:3 56:17 giving 12:10 17:25 41:19 GM 4:17,21 33:22 47:6 48:1 56:23,23 GMs 51:16 go 9:5 12:20 13:5 22:11 24:3 27:7 28:20 35:20 38:11 42:1 44:11 46:4 going 8:6,7,11 11:12,14,23 12:13 13:24 17:12,23 33:17 36:11 39:12 40:23 good 24:2 43:18 gotten 44:5 GOTWALS 6:2 grew 10:5 gross 17:18 22:20 23:2,12 23:25 44:25 ground 48:8 group 2:7 13:9 15:23 guess 19:13 24:1 44:21 guy 43:16 <hr/> H <hr/> H 4:13 56:11,22 H-A-J-J-A-R 8:17 hailstorm 24:15 HAJJAR 5:10 Hajjar/Peters	8:17 HALLMAN 5:23 Hanby 9:21 10:13 hand 40:23 54:18 handled 24:6 26:22 50:25 handling 19:24 happened 11:10 16:5,8 20:9,11 28:12 37:14,14 37:15 38:21,24 40:12 41:11 happening 11:15 16:9 hard 16:8 19:21 26:23 27:18 48:9 HART 5:23 headed 39:24 46:10 headquarters 13:5 14:1,9 35:12,21,23 36:5,21 37:9 43:2 help 8:11 9:24 10:20 11:18 12:20 36:5 38:10 helping 11:14 35:5 helps 43:9,13 hereto 2:9 37:20 37:24 Herrera 6:7 high 8:23,25 higher 18:18,20 Hill 6:9 hired 11:6 historical 26:7 history 9:4 30:15 HOARD 4:5 HOURLY 56:11 HOURS:00 56:10,10,11,12	56:14,15,16 HOURS:01 56:12,15 HOURS:02 56:13 HOURS:03 56:13,14 Howie 6:10 <hr/> I <hr/> IBC 6:1 50:4,9 57:3 idea 22:14 identification 37:20,23 identified 15:16 15:17 16:6 20:4 23:24 25:8,12 30:8 31:23 identifies 30:15 identify 16:9 22:20 23:23 29:3 42:2,11 47:17 identifying 16:7 identity 54:13 III 4:13 Imports 1:7 42:8 55:7 includes 44:25 56:19 income 21:23 25:15,17,18 incoming 25:9 indebtedness 33:12 INDEX 3:1 indicate 7:8,9 40:20 indicated 23:13 indicates 18:14 38:13 indicating 28:5 30:21 individual 48:12 49:8 individually 12:20
--	---	---	--	--

information	20:19 24:16	19:17,20,22,22	46:22,22	24:19 30:1
20:16 21:21	27:16 29:19,23	22:8,14 23:8	law 5:14 8:17	31:16 36:11
24:9 26:7,14	32:2 37:6	24:5,9,11,16	learn 32:20	look 17:4,7
29:8 34:16	issued 23:13	25:19 27:2,20	37:10	40:13,14 44:6
35:11,17 46:8	issues 8:8 13:6	28:2,3,17 30:6	leave 37:1,2	looking 22:16
46:11,11 56:17	21:16 26:5,8	30:14,21 31:24	left 36:24	38:16 41:15
initial 14:25	32:1 33:2	32:18 33:9,25	legal 44:4	lost 20:12
initially 14:23	item 29:11	34:7 35:7,11	lenders 47:4	lot 17:9 20:12
initiated 32:16	items 24:21	36:9 41:9,10	length 37:5	21:10,10 30:19
32:18,19	44:19	41:15,17 48:11	lengthy 21:13	31:10,10 39:3
input 35:16	<hr/> J <hr/>	49:15,18,22,23	LEONARD	50:18,18,23,24
inquire 44:1	J 2:7	49:25 51:6,7	5:19	51:3,4,8,9,18
ins 18:10 28:24	jacket 44:11	knowledge 14:6	Leslie 6:8	51:19,20,22,23
installment 21:2	January 9:14	14:7 23:20	let's 8:23 9:15	lots 30:18 34:3
21:18 22:22,25	10:17 11:4	24:5 25:1	11:3 12:15	48:10 51:12
44:8	12:16 13:22	26:16,21 27:11	13:5 14:11	LOUISIANA
instance 2:2	26:9,11,11	33:20 36:15	16:16,22 23:9	4:24
22:8	32:5	37:7,15 43:24	24:25 25:5,12	LP 1:4,7,10,13
instances 28:19	Jeff 5:1 48:16	46:7,16 47:5,6	27:7 28:3,16	1:16,19 55:4,7
instructed 30:18	56:13,24	51:2	29:1 30:13,20	55:10,13,16,19
50:19	job 9:13 11:4	knowledgeable	34:7,25 35:9	Lubbock 1:2 2:7
instructions 3:4	John 5:5 26:21	12:17 43:12	38:11 44:22	4:7 5:3,16 7:20
7:1,11	50:14 56:13,25	known 54:11	letter 20:16	9:7 11:7 13:17
instrument	Johnathan 6:9	Kyle 20:20 43:5	level 13:14 15:6	15:25 27:7
54:15	Johnny 5:10	43:8	15:8 43:13	42:8,13,17
insurance 24:3,3	8:16 56:14	<hr/> L <hr/>	liabilities 46:15	50:9 55:2
24:6,8,12	57:1	L.L.C 2:3 4:9,17	liability 37:3	57:20 58:23
interest 33:18	July 14:23 18:6	56:23 58:9	38:9	<hr/> M <hr/>
45:1	32:9,17 49:15	L.L.P 4:5,10	Liberty 47:7	M 56:10,21
interested 57:9	49:15	5:10,19,23	license 9:8 47:9	machine 2:6
inventory 16:8	jump 14:11	56:22	Lindsey 43:5,12	magnitude 17:8
19:21,24 24:6	<hr/> K <hr/>	lady 13:23	44:3	17:14,16,20
27:18 34:1,1	K 5:10 56:14	Lamesa 41:25	line 7:8 53:3	29:14
36:24 37:2	57:1	Langley 3:5 4:9	list 21:12 22:4	main 4:18,23
38:8,14 48:2	KANSAS 5:20	4:10 7:14 8:5	48:2 50:22	5:15,24 21:5
51:25	keep 7:5 44:4	8:12,14,19	listed 42:18	21:12
involve 31:15	51:12,19	34:25 35:3	listing 38:7	maintained
involved 10:10	Keith 4:9 7:14	37:25 45:7	little 8:22 9:15	30:11
10:13 12:17	8:12 56:11,22	52:11 56:11,22	10:2 16:16	making 7:5,10
15:10 19:25	58:7	58:7	23:9 27:2 28:3	14:14
26:12 29:7	KELLY 5:23	Langston 4:4	local 23:15	Mall 15:25 16:1
32:6 33:4	kind 11:15	12:10,14 25:1	located 15:21	27:7,9 31:1
40:25 47:4	12:19 14:17	56:10,21	19:18 42:2	41:24 42:13,17
48:21 49:6	knew 10:20	Lashaway 3:7	46:3 51:20	manage 14:16
involvement	know 11:23 12:5	5:1 48:15,16	location 11:7,9	management
26:5,8 27:16	14:9 15:24	50:10 56:13,24	19:18 30:14,14	26:3 32:1
27:17 32:7	16:5 17:12	lasted 11:8	30:16,16,22,23	manager 11:7
33:6	18:1,17 19:16	late 30:9 32:5,17	41:18	managers 14:16
issue 13:8,9			locations 15:25	

35:16 manages 24:8 managing 14:13 manner 7:7 manufacturer 39:2,22 manufacturer's 31:6 manufacturers 23:20 33:21 March 48:18,22 48:22 MARK 4:17 5:18 6:1 56:12 56:15,16,23 57:2,3 marked 37:19 37:23,25 Martin 9:7 Massouh 3:8 5:5 50:13,14 52:9 56:13,25 master 36:15 master's 9:3 MCGLINCH... 4:22 mean 10:9 31:9 34:1 44:15 meaning 18:9 29:18 41:4 means 44:16 mechanism 44:24 51:11,15 mentioned 10:1 47:15 50:15 Merritt 5:10 8:16,16 56:14 57:1 Miller 22:16 million 15:17 16:12 17:21 18:15,19,21 19:12,14,15,15 20:5 32:25 33:15 34:22 38:3 40:4,6 41:1 49:13,16 MINUTE 56:12 56:15	minutes 35:1 56:10,10,11,11 56:12,13,13,14 56:14,15,16 MISSOURI 5:20 Mitsubishi 11:7 13:17 35:10,14 36:8 42:8 50:3 50:9 model 34:6,9 money 12:13 20:13,15 22:9 25:12 month 49:9 morning 46:21 46:23,24 Motor 2:2 4:9 21:11 33:22 41:23 47:6 49:20 50:20 56:22 58:9 Motors 1:4 42:6 55:4 move 25:5 31:3 31:8,9 moved 9:12 30:13 41:17 movement 30:12 30:21 moving 9:10 30:17 31:15 51:16 Muleshoe 8:25 MULLIN 4:3,5 52:10 56:10,21 multiple 29:12	needed 10:20 11:13 12:10 26:7 30:19 needs 14:16 neither 57:5 never 45:24 new 24:6,16 26:1 27:4 31:5 31:8,9,13,15 34:6,16,17 37:16 38:11 39:1 40:9 51:4 normal 21:15 30:5,7 normally 38:24 39:1 NORTHERN 1:1 55:1 notarized 7:13 Notary 7:11 54:22 noted 54:2 notices 24:11 33:21 number 7:8 17:22,25 18:20 19:12,15 27:19 27:23 29:10 37:18,21 38:13 39:8,10,11,12 40:19 48:1 numbered 2:4 numbers 29:12 35:6 48:25 49:3	officer's 58:8 okay 8:10,11 11:10,24 13:16 14:11 22:16,19 22:24 23:6,9 24:14,19 28:16 29:1 30:20 32:15 34:21 35:25 36:11,21 37:4 39:7 41:10 42:1,5 44:10 45:6 46:22,25 50:22 52:11 OKLAHOMA 6:3 Once 21:21 ONEOK 6:2 ones 21:12 23:24 28:16 operating 32:2 operational 36:4 43:16 oral 1:23 2:1 56:2 order 17:8,14,16 17:20 18:11 28:14 29:14 ordinary 16:24 35:9 39:15 organization 49:5 origin 31:7 original 7:14 17:18 58:2,6 58:10 originally 11:6 13:25 originated 49:14 49:18,20,21 outcome 57:9 over-the-road 10:4 overages 11:13 overall 22:4 owed 33:12 37:3 owned 11:1 ownership 52:2	P P 4:1,1,22 56:12 56:23 P.C 4:13 5:14 P.L.L.C 4:22 5:2 5:6 packages 36:12 page 3:2,15 7:6 7:8,11,14 41:14 42:4 53:3 58:5 paid 16:19 19:2 19:8 20:15 25:1 28:7 36:22 46:22 paper 21:6,20 22:2,25 part-time 13:24 particular 13:8 30:22 33:3 36:18,20 44:8 particularly 34:17 parties 56:19 57:6 58:14 parts 16:20 23:14,19 25:19 party 56:8 pass 21:19 45:7 47:11 50:11 52:9 passed 9:16 24:21 pay 13:13,16 18:10 22:8 28:21 37:5 46:24 51:23 payable 44:13 payment 13:7 13:10 23:18 32:10 payments 11:14 24:20 49:14 payoff 14:4 40:21 44:7 payoffs 14:2,7 18:14,23 19:2 19:12,14 28:24 34:20,21 APP 0289
---	--	--	--	---

payroll 16:19,22 16:23 17:5,8 23:11,14,25 46:14,15,18,20 people 9:24 11:15 25:15 28:20 43:17 percent 14:22 15:1,2,9 17:18 18:3,6 44:23 44:23 percentage 15:6 15:8 performance 15:5 period 10:7 person 12:20,22 12:22 20:18 26:16 43:11 54:14 personally 26:5 28:21 54:11 personnel 42:23 43:2 persons 26:17 Peters 5:10 8:17 petition 18:18 20:5 physical 24:19 24:21 30:22,23 32:6 physically 30:1 place 49:3 51:11 Plainview 1:16 9:12,20 11:1 42:10,10 50:4 50:5 55:16 plan 3:17 36:25 37:3,23 38:8 38:20,25 39:5 39:18 42:19 48:3 planned 27:21 27:22 28:1 29:4 30:19 39:4 46:25 47:15 planning 29:9 plans 27:19	PLAZA 6:2 please 7:16 plug 48:25 point 13:2,24 25:5 36:7 39:16 51:13 policies 24:8 position 20:21 possible 7:12 post 51:25 post-petition 34:4 potential 26:12 potentially 42:16,20 practice 10:12 prepared 13:15 38:2 49:3 preparing 40:25 48:21 58:10 Present 6:6 presented 49:23 50:1 pretty 11:21 18:21 previously 8:13 18:14 23:6 primarily 32:21 principal 9:22 prior 10:8,23 19:1 21:15 26:13 28:13 30:20 33:8 34:22 49:14 50:15 51:12,14 51:17 private 10:12 probability 39:24 probably 23:15 31:2 procedure 7:2 7:16 proceeding 57:7 process 16:7 29:6,8 32:6 35:8 51:11 produce 45:25 produced 2:1	45:3,12 professional 25:4 profit 17:18 23:3 44:25 profits 22:20 23:12,25 progressed 16:18 proof 21:23 properly 27:23 property 24:14 prosecutors 28:5 protected 24:16 proved 54:11 provide 7:2 46:8 provided 7:4 21:21 34:15 38:2 45:19 48:18 providing 26:6 26:14 49:6 provisions 2:8 Public 7:11 54:22 purchased 40:19 purchasers 19:1 purposes 54:16 pursuant 2:8 56:17 57:10 put 22:8 41:6 49:1 putting 15:11 <hr/> Q question 19:13 24:2 27:8 48:6 49:13 questioning 46:14 questions 7:16 35:4 45:12 46:13 47:22 48:13 50:10 52:10 quickly 8:8 40:3 quite 20:11 21:12 <hr/> R	R 4:1,4 5:1,23 56:13,15,24 57:3 ran 19:16 range 16:12 40:5 rate 21:14 45:1 Ravitz 6:10 raw 43:10 reached 43:25 44:3 read 7:5 54:1 Reagor 5:22 6:8 10:19,21,24 19:23 26:24 27:12,12 31:1 41:23 46:6 50:25 57:3 Reagor-Dykes 1:4,7,10,13,16 1:19 2:7 9:14 10:8,17 11:4 20:23 33:8 42:6,7,8,9,10 49:5 50:5,5 51:19 55:4,7 55:10,13,16,19 real 27:13 really 12:21 33:25 41:10 44:5,7 51:14 realm 17:13 realtime 35:23 reason 7:10 53:3 reasons 22:5 58:5 recall 11:25 18:15 49:15 receipts 51:21 receivables 3:16 20:1,6,10 22:4 37:19 received 7:13 9:2,8 20:13,14 21:25 22:2 23:3,18 24:11 33:21,24 40:17 48:20 receiving 34:13 recognize 22:17	38:4 recognizing 17:15 recollection 29:16 reconcile 26:24 27:3 36:7,16 reconciling 11:12 44:17 record 2:9 7:3 7:13 8:20 30:10,21,24 56:3,20 refer 39:12 referred 23:6 44:4 referring 45:18 reflected 52:2 register 28:13 28:18,22 registration 28:7 57:19 58:22 rejected 32:22 related 32:1 57:6 relative 8:23 14:2,21,21 18:22 22:20 23:11 24:15 33:2,21,22 37:11 38:21 45:4 release 13:15 remaining 46:20 remarkable 34:17 rent 24:21 repeating 48:6 rephrase 42:25 44:21 report 11:19,22 12:9 20:25 48:25 reported 2:6 11:19 12:14 36:17 39:17 reporter 8:2 55:24 Reporter's 3:APP 0290
--	---	--	---	--

55:22	reviewing 30:24	23:6	34:21	software 35:14
reporting 7:18	Reynolds 35:15	satisfied 46:16	shown 58:14	35:15 36:1,12
11:20 12:8,11	35:15,25,25	saved 47:19	shows 40:25	43:21 45:2
37:11 57:19	36:6,7,9,10,12	says 39:11 42:6	SHRADER 5:6	SOLANA 4:10
58:21	36:13 43:17,18	schedule 36:24	shut 20:13	sold 9:11 10:7
reports 42:23	43:22,22	37:2	side 11:17 35:18	13:7 16:6
represent 8:12	Rick 6:9 12:12	schedules 11:12	36:4,4	17:10 28:16
8:18 10:13	12:14 26:21	school 8:24,25	sign 7:11	31:10 32:13
45:10 48:1,16	right 9:7 12:3	scope 51:7	signature 3:10	35:8,13 36:16
50:14	15:19 16:11	SCOTT 5:23	7:3,6,11,14	36:18 37:1
representing	27:14 36:2	56:15 57:3	53:1 54:1 56:6	39:4 51:22
19:12	37:16 38:10,19	seal 54:18	58:4	soon 7:12 48:12
requesting	39:10 40:2,23	searchable	signed 7:13	sorry 25:7 48:6
32:10	41:13,21 42:1	29:10	SIGNING 7:1	50:17
requirements	47:2	see 20:13 36:23	sir 10:11,15 12:1	sort 27:23 29:10
57:10	Rinehart 24:7	40:2,14 48:7	12:25 13:19	source 36:20
reserve 52:10	ROAD 5:11	seeing 30:25	14:19 15:15,20	37:6 38:21
resold 19:1	Robinson 9:6	seen 31:18,20,20	16:13,15 17:3	39:21 42:19
resolve 29:22	Rogers 9:20	41:5 45:24	17:6 18:4,7,12	43:18 44:22
respect 13:6	10:12	52:7,8	18:16,20,24	sources 21:2,5,9
16:3 19:25	ROUGE 4:24	selling 10:10	19:3,6 20:3,7	23:10 25:5,8
20:9 22:25	Rule 57:10 58:1	send 35:19 46:4	20:24 21:1,4,8	25:14,17 31:22
23:19 24:6,19	58:13	46:5	22:23 23:2,17	31:23 41:11
26:3 30:4,11	Rules 2:8 7:2	sent 46:20 49:10	25:11,20 26:15	43:25
31:12 33:4	Ryan 10:18,24	sequestered 16:6	27:1 28:8,25	SOUTH 5:6
40:13	19:23 26:24	sequestering	29:5 30:2	speak 52:7
response 28:9,10	27:12,13 50:25	30:5	31:25 32:4	speaking 49:16
28:11,14 49:13		Seright 9:7	33:19 34:5,24	specific 16:4
responsibilities	S	served 58:14	37:8 38:5,15	36:25
9:22 11:5,11	S 4:1 5:18 56:15	service 25:15,18	38:18 39:9,14	specifically 13:6
12:7 43:6	57:2	33:23	39:19,23 40:1	15:13 20:1,4
responsible	safekeeping 7:15	services 25:4	40:7,11,22	38:20 44:18
13:20,23 26:17	salaries 17:12	set 17:17	41:2,12,19	Spike 31:1 41:23
26:20 46:7	sale 17:19 26:12	seven 21:24	42:15 44:9	50:8
restaurant 11:1	33:3,4 35:17	SEVERSON	45:5,11,15	spread 44:18
resumé 10:21	36:3 37:4,11	4:13	46:17 47:10,16	spreadsheet
retail 10:9 19:1	44:8	Shane 10:21	48:4 49:17,25	3:16,16 20:1
21:2,6,18,20	sales 14:23 15:5	11:20 13:10	51:10 52:4	29:3 34:23
22:21,25 25:22	15:7 17:9,11	14:3 26:19	sit 34:3	37:19,22 38:1
28:6 35:9	17:14,17,24	33:9 46:10,12	situation 41:9	40:3,24 41:19
43:25	18:2,6 25:21	48:24 49:10	slightly 14:12	47:16,20 49:1
retailing 10:14	26:4 28:12	share 46:2	slowed 22:6,12	49:3
retainers 24:25	33:6,23	shared 46:2	small 11:1	spreadsheets
25:1	salesman 35:16	shortages 11:14	Smith 4:18 5:6	15:11 18:13
return 7:11 56:6	San 4:15 9:10	shorthand 2:6	10:21 11:20	34:16,18
returned 58:2,4	SANDERS 6:1	55:24	12:3,23 13:16	SPROUSE 5:6
58:6	56:16 57:3	show 29:12	14:3 26:19	staff 11:16 12:15
returns 9:25	Santander 21:11	34:19 38:7	33:9 37:7	12:16,17 13:1
review 7:5 11:16	21:17 22:7	showing 29:11	46:10	13:3,4,7 17:APP 0291

51:21 STAFFORD 4:22 start 8:23 started 9:9 10:5 13:17 starting 10:1 state 2:5 8:19 54:7,23 55:25 stated 2:8 statement 25:19 31:6 statements 21:24 45:13,16 48:17 STATES 1:1 55:1 status 48:5,7 stay 14:14 stayed 18:21 steadily 18:21 STEPHEN 4:22 56:12,23 Steve 24:7 47:25 STINSON 5:19 stips 21:22 stipulations 8:7 21:23 stopped 28:23 30:17 store 11:22 13:4 13:14,17,21 14:2,5 35:10 35:12 36:8 41:25 42:11 43:13 store-by-store 14:8 stores 12:20 13:8 39:25 43:14 49:8 50:4 51:16 STREET 4:18 4:23 5:15,19 5:24 6:3 Strohschein 3:7 4:22 47:24,25 48:13 56:12,23 stuff 24:18 33:24	submit 39:5 submitted 14:15 56:4 subscribed 54:14 subtotal 42:7 subtotals 40:4,5 Suite 4:6,11,19 5:7,15,20,24 7:19 57:20 58:22 supervise 12:19 42:24 43:1,4 supervised 12:21 supervising 12:18 suppliers 23:15 sure 14:14 15:7 16:2 17:23 20:11 27:7,13 32:18 42:18 50:6,8 suspense 22:9 41:6 sworn 2:3 8:2 56:1 system 35:20 systems 43:16 <hr/> T <hr/> take 10:23 14:12 17:4 23:14 24:20 33:17 34:25 35:25 43:9 49:2 taken 2:3 7:2 35:2 39:3 56:18 57:8 talented 43:9 talk 9:15 10:16 11:3 12:15 15:4 16:16,22 20:8 23:9 24:2 24:24,25 25:12 25:21 28:3,16 29:1 30:20 32:3 talked 25:11	37:16 41:3 talking 17:21 18:22 21:3 23:10 29:15 31:22 40:6 44:18 51:8 tax 9:24 28:7 taxes 18:10 28:4 28:6 44:11 TAYLOR 5:6 team 15:16 tell 10:2 11:4 27:2 29:6 31:3 38:17,22 40:16 43:6 44:7,10 48:24 telling 14:10 ten 35:1 term 15:18 terminated 12:3 terms 26:14 46:14,25 testified 8:3 49:12 testimony 56:3 56:18 Texas 1:1 2:6,7 4:7,11,19 5:3,7 5:11,16,25 7:19,20 8:25 9:12 50:15 55:1,25 57:18 57:20,20 58:20 58:22,23 Thank 47:21 52:12,13 therefor 58:5 thing 48:23 things 12:10 18:10 35:22 43:17 think 16:11 34:15 38:1 40:24 49:12 third 41:14 Thompson 26:22 three 40:15 three-year 10:6	Thursday 16:25 17:2 Tim 1:23 2:1 3:5 5:9 8:1 37:18 37:21 53:2 54:1,5,11 55:22 56:1 57:1 time 9:23 10:8 10:23 11:5 12:23 13:21 14:3,12 17:23 21:19 24:10 28:23 36:18 37:5,9 39:16 51:13 56:8,18 Timothy 8:18,21 title 11:5 30:25 31:6 44:12 47:17 52:3,8 titles 28:4 30:25 31:18 Toby 6:7 today 16:9 29:17 48:10 told 50:21 51:15 top 38:3 42:4 total 33:18 Toyota 33:22 42:10 track 14:14 51:12 tracking 18:3,5 19:24 trade 18:10 28:24 40:18 44:8 traded 19:19 trades 27:10 trailer 10:5 trailers 10:6 train 43:17 training 11:16 transaction 22:20 transactions 18:11 26:13,18 44:17 transcript 7:2,4	7:13,14 56:2,4 58:10 transfer 30:15 50:19 52:2 transferred 30:25 50:16,18 50:23 51:3,8 51:18 52:8 transfers 25:25 26:1 32:16,21 51:12 transit 20:2 22:1 25:7 41:1 translating 36:6 TRCP 57:11 58:1 treating 30:4,7 trial 7:15 tried 29:2,2 triggers 37:4 truck 10:5 trucking 9:9 10:1,4 trucks 10:6 true 54:2 56:3 Trust 5:18 47:8 57:2 try 8:7 29:19,22 trying 14:15 21:16 27:3 36:16 48:7 TULSA 6:3 turned 51:22,24 two 17:1,4,5,7 21:19 37:17 39:25 50:4 type 10:2 26:18 45:3 types 15:12 typically 21:24 <hr/> U <hr/> undergrad 9:2 understand 11:15,18 19:13 35:5,7 36:5,16 understanding 14:6 32:15 33:11 38:10
---	---	---	---	---

unfloored 15:17 16:3 38:3 Union 22:17 unit 38:11 39:17 39:20,21 UNITED 1:1 55:1 units 16:3,4,5 29:2,3,25 30:1 31:12 32:11 36:16 University 9:1 unpaid 46:18 unusual 31:19 31:21 unwind 29:19 update 34:19 35:23 updates 35:23 upstairs 13:12 upwards 11:19 usage 16:21 use 7:15 14:21 15:18 24:24 36:9 43:21 useful 43:10 uses 16:16,17 23:10,11,22	13:11 15:12,12 15:18,21,24 18:25 19:18 24:4,16 25:6 25:21,23 26:1 27:8,9 28:18 29:11 34:2,2,7 34:10 36:17,19 37:22 38:7 39:1 40:9,13 42:16 50:16,17 50:19,22 51:7 51:17 VIDEOTAPED 1:23 VIN 27:19,22 29:10,12 38:12 Vista 5:13 45:10 45:13,25 46:5 50:6 57:1	wholesaled 25:22 WIEHLE 5:23 56:15 57:3 Wiley 2:5 7:18 55:24 57:18 58:20 Williams 43:5 43:12,24 wish 7:9 witness 2:2 3:4 7:3,3,5,11,14 45:7 47:11 50:11 52:9,13 53:2 56:1,3,5,6 wondering 38:23 work 8:7 9:4,13 10:19 33:8 43:17,19 worked 9:6,18 11:13 18:13 25:16 working 10:8 12:13 20:17,18 26:23 27:12,13 46:8 world 14:12 worth 5:25 19:15 wouldn't 31:5 written 16:20 wrote 38:2	56:14,14,15,15 56:16 01 56:11 <hr/> 1 1 3:16 4:11 7:8 17:21 37:18 40:24 44:2,6 10 18:5 19:5 29:15 10,000 17:21 10:46 2:5 52:14 100 6:3 10:6 19:5 29:15 100,000 17:21 1001 5:15 110,000 17:13 1100 6:2 1112 7:19 57:20 58:22 116 33:15 12/31/18 57:18 58:21 1201 5:19 1215 2:7 13 1:24 2:4 40:14 53:2 55:23 1301 4:10 14th 57:13 15 15:17 16:12 38:3 40:6 1500 4:6 1545 4:11 16th 17:2 1717 4:18 18 38:12 18-50214-rlj11 1:4 55:4 18-50215-rlj11 1:7 55:7 18-50216-rlj11 1:10 55:10 18-50217-rlj11 1:13 55:13 18-50218-rlj11 1:16 55:16 18-50219-rlj11 1:19 55:19	185 29:16 30:4 31:12 47:1,14 1st 11:25 13:22 13:22 16:17 18:3 20:9 23:23 26:2,9 26:13 28:12,13 28:17,23 30:17 30:20 42:21 45:21 50:16,17 50:23 51:3,9 51:13,14,15,17 <hr/> 2 2 3:16 7:9 37:21 38:1,4,13,17 40:20 41:14,15 42:14 48:1 2.8 18:15,19,21 19:12,14 34:22 200 7:19 57:20 58:22 201 5:24 2013 9:8,16 2016 45:20 2017 34:9 2017s 34:12 2018 1:24 2:4 26:9 48:19,22 53:2 55:23 57:13 58:17 2018s 34:12 2019s 34:13 203 57:11 58:1 203.3 58:13 214)698.7819 4:20 214)722.7162 4:12 225)383.9000 4:24 2500 5:24 26TH 4:14 27th 26:11 28th 32:9 2900 5:20 29th 32:9 <hr/> 3 3 7:10 19:15
V value 19:11 34:3 38:14 40:8 variance 17:10 17:15 vehicle 3:16 15:25 16:10 19:8,19 20:5 26:24 27:3,20 28:1 30:22 32:6 33:3,5 35:13 36:25 37:1,16,19 38:12,16,22 39:12,15,24 40:16,17,21 41:15,17 51:20 51:22 52:1 vehicles 3:16 10:10,14 13:7	wait 22:21 WALNUT 5:19 Walter 22:16 want 9:4 11:21 wanted 11:23 wanting 22:19 warranties 44:19,25 warranty 44:12 was/was 58:2 wasn't 24:2 48:20 51:14 way 31:3,8 47:17 Wayland 9:1 week 15:9 21:19 45:13 weeks 17:1,4,5,7 21:19 WELLS 4:5 went 8:25 9:1,6 12:22 13:8,9 38:17 40:3 WERSON 4:13 WEST 6:3 WESTLAKE 4:11	X <hr/> Y Yeah 9:5 12:6 24:2 year 9:13,19 30:10 34:6 48:19 yesterday 16:9 48:10 <hr/> Z <hr/> 0 00 56:10,10,11 56:12,12,13,13	APP 0293	

3.648 40:4	74103 6:3			
30 15:2,9 17:18	75201 4:19			
18:3	76102 5:25			
301 4:23	76262 4:11			
30th 17:7 23:23	78746 5:11			
32:9	79105 5:7			
3144 5:11	79401 4:7 5:3,16			
37 3:16,17	7:20 57:20			
374 7:19 57:19	58:23			
58:22				
3rd 12:4,8,16	8			
26:20	8 3:5			
	8.2 20:5 41:1			
4	806)468.3337			
4 3:3	5:8			
415)398.3344	806)763.0044			
4:15	5:3			
42 32:25 49:13	806)765.7491			
49:16	4:7			
4200 4:19	806)780.3976			
45 3:6	5:16			
47 3:6,7	806)795.4202			
47,000 22:19	7:16,20 57:21			
48 3:7	58:23			
4th 14:11	816)691.3415			
	5:21			
5	8667 7:18 57:18			
5 19:15 44:23	58:20			
50 3:8	9			
500 5:7 29:15	9.5 15:17 16:12			
36:17,18,22,22	38:3 40:6			
501 5:15	9:16 2:4			
51,000 40:19	918)595.4828			
512)637.4956	6:4			
5:12	920 5:2			
52 3:9	94111 4:15			
53 3:10				
55 3:11				
6				
60 10:6				
64106 5:20				
66,000 38:13				
7				
7 3:4 44:23				
70 14:22 15:1				
700 4:6				
701 5:6				
70801 4:24				

EXHIBIT B-4

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

IN RE:)
)
REAGOR-DYKES MOTORS, LP,) Case No. 18-50214-rlj11
)
Debtor.)

IN RE:)
)
REAGOR-DYKES IMPORTS, LP,) Case No. 18-50215-rlj11
)
Debtor.)

IN RE:)
)
REAGOR-DYKES AMARILLO, LP,) Case No. 18-50216-rlj11
)
Debtor.)

IN RE:)
)
REAGOR-DYKES AUTO COMPANY,)
LP,) Case No. 18-50217-rlj11
)
Debtor.)

IN RE:)
)
REAGOR-DYKES PLAINVIEW, LP,) Case No. 18-50218-rlj11
)
Debtor.)

IN RE:)
)
REAGOR-DYKES FLOYDADA, LP,) Case No. 18-50219-rlj11
)
Debtor.)

ORAL AND VIDEOTAPED DEPOSITION OF
RICK DYKES
AUGUST 13, 2018

1 ORAL DEPOSITION OF RICK DYKES, produced as a
2 witness at the instance of FORD MOTOR CREDIT COMPANY,
3 L.L.C., and duly sworn, was taken in the above-styled
4 and numbered cause on August 13, 2018, from 1:18 p.m. to
5 2:25 p.m., before Cindy Wiley, CSR in and for the State
6 of Texas, reported by machine shorthand, at the
7 Reagor-Dykes Auto Group, 1215 Avenue J, Lubbock, Texas,
8 pursuant to the Federal Rules and the provisions stated
9 on the record or attached hereto.

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1	INDEX	
2		PAGE
3	Appearances.....	4
4	Instructions to the Witness.....	7
5	RICK DYKES	
	Examination by Mr. Langley.....	8
6	Examination by Mr. Bustos.....	26
	Examination by Mr. Strohschein.....	34
7	Examination by Mr. Mullin.....	39
	Examination by Mr. Langley.....	40
8	Examination by Mr. Bustos.....	42
9	Deposition Concluded.....	43
10	Signature and Changes.....	44
11	Reporter's Certificate.....	46
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

A P P E A R A N C E S

FOR THE DEBTORS:

MR. DAVID MULLIN

-AND-

MR. DAVID R. LANGSTON

MULLIN, HOARD & BROWN, L.L.P.

WELLS FARGO CENTER

1500 BROADWAY

SUITE 700

LUBBOCK, TEXAS 79401

(806) 765.7491

FOR FORD MOTOR CREDIT COMPANY, L.L.C.:

MR. KEITH A. LANGLEY

LANGLEY ATTORNEYS & COUNSELORS, L.L.P.

1301 SOLANA BOULEVARD

BUILDING 1, SUITE 1545

WESTLAKE, TEXAS 76262

(214) 722.7162

MR. DONALD H. CRAM, III

SEVERSON & WERSON, P.C.

ONE EMBARCADERO CENTER

26TH FLOOR

SAN FRANCISCO, CALIFORNIA 94111

(415) 398.3344

FOR GM, L.L.C.:

MR. MARK ANDREWS

DYKEMA, COX, SMITH

1717 MAIN STREET

SUITE 4200

DALLAS, TEXAS 75201

(214) 698.7819

FOR GM FINANCIAL:

MR. STEPHEN P. STROHSCHNEIN

MCGLINCHEY STAFFORD, P.L.L.C.

301 MAIN STREET

FOURTEENTH FLOOR

BATON ROUGE, LOUISIANA 70801

(225) 383.9000

1 FOR AIM BANK:
MR. JEFF R. LASHAWAY
2 BOERNER, DENNIS & FRANKLIN, P.L.L.C.
920 AVENUE Q
3 LUBBOCK, TEXAS 79401
(806) 763.0044
4

5 FOR FIRST CAPITAL BANK:
MR. JOHN F. MASSOUH
6 SPROUSE, SHRADER, SMITH, P.L.L.C.
701 SOUTH TAYLOR
7 SUITE 500
AMARILLO, TEXAS 79105
8 (806) 468.3337
9

10 FOR VISTA BANK:
MR. FERNANDO BUSTOS
BUSTOS LAW FIRM, P.C.
11 1001 MAIN STREET
SUITE 501
12 LUBBOCK, TEXAS 79401
(806) 780.3976
13

14 FOR FIRST BANK & TRUST:
MR. MARK S. CARDER
15 STINSON, LEONARD, STREET, L.L.P.
1201 WALNUT
16 SUITE 2900
KANSAS CITY, MISSOURI 64106
17 (816) 691.3415
18

19 FOR BART REAGOR:
MR. SCOTT R. WIEHLE
KELLY, HART & HALLMAN, L.L.P.
20 201 MAIN STREET
SUITE 2500
21 FORT WORTH, TEXAS 76102
(817) 332.2500
22

23 FOR IBC BANK:
MR. MARK D.G. SANDERS
GABLE GOTWALS
24 1100 ONEOK PLAZA
100 WEST FIFTH STREET
25 TULSA, OKLAHOMA 74103

1 FOR RICK DYKES:
MR. TOM KIRKENDALL
2 LAW OFFICE OF TOM KIRKENDALL
2 VIOLETTA COURT
3 THE WOODLANDS, TEXAS 77381
(281) 364.9946

4
MR. DAVID M. GUINN, JR.
5 LAW OFFICE OF HURLEY & GUINN
1805 13TH STREET
6 LUBBOCK, TEXAS 79401
(806) 771.0700

7
8
9 Also Present:
Mr. Audin Herrera
10 Mr. Toby Cecil
Mr. Craig Leslie
11 Mr. Bart Reagor
Mr. Johnathan Hill
12 Mr. Howie Ravitz
Mr. Brad Burgess
13
14
15
16
17
18
19
20
21
22
23
24
25

1 INSTRUCTIONS FOR SIGNING A DEPOSITION

2 Rules of Civil Procedure under which this deposition was
3 taken provide that the deposition transcript shall be
4 made available to the witness or his attorney of record
5 for examination and signature by the witness.

6 This deposition condensed transcript is provided for
7 your review. It is yours to keep. Read it carefully
8 before making any changes or corrections on the Witness
9 Signature Page.

10 Changes and/or corrections must be made in the following
11 manner:

- 12 (1) Indicate by number the page and line you
13 wish to alter;
14 (2) Indicate your change or correction;
15 (3) Give the reason for making the change.

16 When you have followed the instructions above, sign the
17 Witness Signature Page before a Notary Public and return
18 it as soon as possible.

19 When we have received the signed and notarized
20 transcript, we will forward all attorneys of record a
21 copy of the completed Witness Signature Page and deliver
22 the original transcript to Mr. Keith A. Langley for
23 safekeeping and use at trial.

24 If you have any questions about this procedure, please
25 call my office at (806)795.4202.

Cindy Wiley, Cert No. 8667
Caprock Court Reporting, Inc.
Firm No. 374
1112 Texas, Suite 200
Lubbock, Texas 79401
(806)795.4202

1 RICK DYKES,
2 having been first duly sworn by the court reporter,
3 testified as follows:

4 EXAMINATION

5 BY MR. LANGLEY:

6 Q. Would you state your full name?

7 A. Yes. Franklin Andrew Dykes. I am better known
8 as Rick.

9 Q. All right. Mr. Dykes, I am going to continue
10 some stipulations and state some new ones, probably not
11 a lot of difference, but there have been some changes,
12 which is not all that unusual for a fast moving Chapter
13 11 or series of Chapter 11s, especially when alphabet
14 agencies have taken an interest in the case.

15 What has been requested of me as counsel
16 for Ford Credit is to restrict your deposition and the
17 deposition of Mr. Reagor to the time frame from and
18 after the bankruptcy filing, to focus upon the
19 bankruptcies and to focus upon what is set before the
20 bankruptcy judge on Thursday, which is the use of cash
21 collateral and any other attendant matters.

22 We are agreed for purposes of today's
23 depositions and any depositions that occur on Wednesday
24 to that procedure that we are going to focus moving
25 forward.

1 Obviously, you are free to volunteer
2 anything you choose to volunteer on pre-petition issues.
3 Is that acceptable?

4 A. Yes, sir.

5 MR. KIRKENDALL: Mr. Langley, has that
6 request been made by Debtor's counsel?

7 MR. LANGLEY: That request has been made by
8 both Mr. Reagor's counsel and by Mr. Langston.

9 MR. KIRKENDALL: Okay. I just wanted to
10 make clear for the record that was not requested by
11 Mr. Dykes.

12 MR. LANGLEY: Understood.

13 MR. KIRKENDALL: Okay.

14 Q. (BY MR. LANGLEY) Which is why I am happy to
15 hear anything more that you want to address.

16 MR. LANGLEY: Is there anyone who wants --
17 you probably need -- have you made appearance already
18 today?

19 MR. KIRKENDALL: I have haven't made an
20 appearance, but I have provided my information to the
21 court reporter. She has got it. Tom Kirkendall on
22 behalf of Rick Dykes.

23 MR. LANGLEY: Okay.

24 Q. (BY MR. LANGLEY) Mr. Dykes, I am going to
25 start by primarily focusing upon the time frame from and

1 after August 1st forward, and we are going to talk a
2 little bit about cash sources and uses and capital and
3 use of cash collateral and prospects for reorganization,
4 potential for sale, and then we will back into a few
5 other potential issues, okay?

6 A. Yes, sir.

7 Q. If you will -- first of all, have you been
8 deposed before?

9 A. I have, yes, sir.

10 Q. All right. So you understand the court
11 reporter is going to be taking doing my questions and
12 your responses. If you don't understand anything I say,
13 you will ask me to clarify, and I will do my best, okay?

14 A. Yes, sir.

15 Q. You will have an opportunity to review the
16 transcript after today and to make any corrections to
17 that transcript. As we have discussed, the intent, as
18 of right now, is to keep this open and to go for a short
19 period of time today and to see what information we can
20 elicit.

21 Would you start by taking us from August
22 1st forward over the last 12 days or so and talk about,
23 if you will, what you have done and what you have
24 learned in terms of the ability of Reagor-Dykes Auto
25 Group? And by that, I am talking about the six entities

1 that have filed bankruptcy. And you understand which
2 six those are?

3 A. Yes, sir.

4 Q. I want you to talk to us a little bit and tell
5 us what has happened since the bankruptcy filing and
6 what are the current prospects for those entities.

7 A. Well, since the bankruptcy filing, we have
8 worked diligently to set up the cash funds at the banks.
9 So we have been able to pay our employees from those
10 funds.

11 Q. All right. And those are debtor in possession
12 accounts; is that your understanding?

13 A. Yes, sir.

14 Q. And do you have a balance in those DIP
15 accounts?

16 A. Yes, sir, we do. I am not sure what that is.

17 Q. Do you have any range or order of magnitude
18 approximately?

19 A. I believe it's in the \$350,000 range. All
20 total 900.

21 Q. All right. So prior to the bankruptcy, it's my
22 understanding there was a clearing account or a
23 commingled account where all of the funds would go into
24 a central clearing account. Is that correct?

25 A. Can you say that again?

1 Q. Yes, sir.

2 A. I am not sure.

3 Q. I am wondering whether the funds generated by
4 each of the Debtors prior to the bankruptcy were
5 segregated and maintained on a segregated basis for each
6 dealership location, if you know.

7 A. I am not sure.

8 Q. Post-petition, are there separate debtor in
9 possession accounts for each dealership?

10 A. Yes, sir.

11 Q. So there is going to be six accounts?

12 A. Yes, sir.

13 Q. And the cumulative total approximately, what do
14 you think that total is?

15 A. It's 900 -- I don't know for sure. 950,000,
16 somewhere in that range.

17 Q. Okay. And what types of sources of money do
18 the Debtor entities have such as contracts in transit or
19 payments on accounts or other sources of funding?

20 A. Right now, we are pretty limited on sources of
21 funding. I do know that we have picked up some money
22 from our ops -- operations in the back where we have
23 done some service work.

24 Q. And I believe there was some amount of money
25 generated by transfer from some brokerage accounts; is

1 that correct?

2 A. Yes, sir, that is.

3 Q. Are there any other sources of money that you
4 are aware of?

5 A. No, sir.

6 Q. And who primarily is in charge of managing the
7 money? And by that, I mean obtaining the money,
8 receiving the money and putting the money into the DIP
9 accounts.

10 A. David Langston, at the end of the day, has that
11 control.

12 Q. And who, if anyone, for RDAG?

13 A. He has been working directly with Tim Conner.

14 Q. Let's talk about uses of cash. It's my
15 understanding -- is it also your understanding that all
16 payroll has been paid through today?

17 A. Yes, sir, it has. We finished -- we cut
18 checks, I believe, this morning to finish that.

19 Q. And do you have a sense of how much money is
20 required through the end of August, say August 30th, for
21 payroll?

22 A. Through the end of August, it's going to be
23 about 572,000, 573,000 total.

24 Q. Okay. If you will, give me what that consists
25 of.

1 A. That's our administration salaries, and then
2 it's commission based off of the sales projections that
3 we set.

4 Q. How much is commissions?

5 A. I don't know for sure. It's not broken out
6 exactly. Administration salaries and commissions are
7 \$286,693.

8 Q. Okay. And what else do you have besides
9 administration and sales commissions?

10 A. We have tools and supplies.

11 Q. How much?

12 A. \$15,721.

13 Q. What else?

14 A. We have freight, \$207.

15 Q. Let's focus only on some larger items.

16 A. Okay. The next largest would be payroll taxes.

17 Q. Okay. How much is that?

18 A. That's \$30,909.

19 Q. Okay.

20 A. Then it would go down to utilities, \$28,895.

21 Q. All right.

22 A. And the largest expenditure would be rent,
23 \$334,384.

24 Q. Okay. So if you add all those numbers up, are
25 these the numbers that are going to make up -- they are

1 larger than the payroll?

2 A. Yes, sir. There are several others that we
3 didn't include that are much smaller.

4 Q. Okay. So what's the grand total number through
5 August 30th?

6 A. Total operating expenses is \$909,551, and I do
7 need to -- this is a two-week budget that we have set.

8 Q. Okay.

9 A. So I just wanted to clarify that to make sure
10 that we are on the same page.

11 Q. Okay. That takes us through August 30th?

12 A. Yes, sir.

13 Q. All right. So we have talked about cash
14 uses --

15 A. Actually, let me go back, Keith, if that's
16 okay. This budget would take us through the 16th, as I
17 understand it, and then this was set up on a two-week
18 basis.

19 Q. Sixteenth of August?

20 A. Yes, sir. This was the initial budget that we
21 set.

22 Q. Okay. For Judge Jones on Thursday, what I am
23 trying to understand is a request that's being made to
24 Judge Jones through the end of the month for whatever
25 time frame, if you have an understanding of that.

1 A. Yes, sir.

2 Q. What amount of money?

3 A. It would be this operating budget for the next
4 two weeks.

5 Q. Currently, do you anticipate receipt of cash
6 from any sources to fund that use of cash?

7 A. I am not sure.

8 Q. And as of right now as we sit here
9 post-petition, the Reagor Auto Mall in Lubbock and the
10 GM store in Snyder have not filed Chapter 11s; is that
11 correct?

12 A. Yes, sir. That's correct.

13 Q. On the six debtor stores, is it fair to say
14 that none of those stores currently have the ability to
15 obtain new inventory?

16 A. At the present time, that's correct.

17 Q. And you -- are you generally aware that the
18 manufacturers, be that GM or Ford, at least some of them
19 have provided notices as to the sales and service
20 agreements relating to performance concerns that they
21 have with Reagor-Dykes?

22 A. Yes, sir.

23 Q. You are not aware of any orders having been
24 entered on any of those issues yet?

25 A. No, sir.

1 Q. All right. Mr. Dykes, help me understand:
2 What's the plan of action? Do you have an understanding
3 and appreciation of what is going to happen, whether
4 that's for the next two days, two weeks, next two months
5 to try to deal with these situations?

6 A. Yes, sir, I think I do.

7 Q. Help us understand that.

8 A. Well, we are going to continue to operate as we
9 have under the guidelines and restrictions of the Court.

10 Q. Okay. Anything else?

11 A. No, sir.

12 Q. What about the potential for either a sale or
13 an operations agreement or a management agreement? Is
14 that an issue that you have explored?

15 A. Yes, sir. We have several different interested
16 parties.

17 Q. There has been a motion filed with the Court
18 relative to a chief restructuring officer. Are you
19 generally familiar with that?

20 A. Yes, sir.

21 Q. And what is your understanding of the need or a
22 request for a CRO?

23 A. He would come in and be in charge of the
24 day-to-day operations of the dealerships.

25 Q. Do you have, Mr. Dykes, any information as to

1 what the current plan is to pay trade ins or taxes or
2 registration fees?

3 A. No, sir.

4 Q. You may have been here for a prior deposition
5 of Mr. Conner, but do you generally agree that the new
6 model vehicles have been hitting the stores as we speak?

7 A. Yes, sir.

8 Q. So '18 model vehicles would be one year prior;
9 is that fair to say?

10 A. Yes, sir.

11 Q. '17 model vehicles that are new with less than
12 an amount of mileage -- say 5,000 miles -- would be two
13 years, but still new?

14 A. Yes, sir.

15 Q. There was an effort of the Debtors to ground
16 all of the demonstrators. Has that been primarily
17 successful with most of the demos?

18 A. Yes, sir.

19 Q. I think at last count there were maybe two
20 still out. Is that still the case?

21 A. Yes, sir. That's still the case as I know it.

22 Q. Upon the, perhaps, sudden -- definitely sudden
23 and unfortunate filing of the Chapter 11s, there was a
24 projection of 70 percent of the sales that occurred in
25 July. Are you generally familiar with that?

1 A. Yes, sir.

2 Q. And it was modified to about 30 percent, and
3 the budget was modified accordingly. Are you familiar
4 with that?

5 A. Yes, sir.

6 Q. And based upon the information you currently
7 have, what percentage of July sales, which I recognize
8 that may be a complicated question -- but what level of
9 sales would you plan on for the month of the next 30
10 days starting Thursday?

11 A. I am not sure I can answer that.

12 Q. Okay.

13 A. I am not --

14 Q. Has anyone with RDAG made a projection based
15 upon a number of sales that would be projected for the
16 two weeks or 30 days commencing on Thursday?

17 A. Yes, sir.

18 Q. And who is that?

19 A. Tim Conner and his group.

20 Q. Do you know the basis for his assumptions?

21 A. No, sir, I don't.

22 Q. At this point, have you reviewed those
23 assumptions?

24 A. I have looked at them, yes, sir.

25 Q. Do you believe that they are achievable?

1 A. Yes, sir. If certain things happen going
2 forward, I do.

3 Q. Let's talk about those certain things. What do
4 you think needs to happen going forward to allow this to
5 keep going?

6 A. We need to -- we need to pay people's trade
7 ins, trading them out. We need to get cars that have
8 not been registered and the tax, title and license taken
9 care of.

10 Q. When you speak to the issue of paying trade in
11 amounts, is that an issue that also exists at the Snyder
12 GM store?

13 A. Yes, sir. I would assume it does.

14 Q. And is that an issue that also exists at the
15 Auto Mall?

16 A. Yes, sir.

17 Q. Is Mr. Conner the person that has been
18 primarily charged with trying to deal with and reconcile
19 the trade in amounts?

20 A. Yes, sir.

21 Q. On the issue of registering cars, paying tax
22 title and license, is that an issue, as far as you know,
23 that also exists at Snyder in the Auto Mall?

24 A. Yes, sir.

25 Q. And again, is Mr. Conner the person who has

1 been primarily charged with that issue?

2 A. Yes, sir. That's correct.

3 Q. There has been some discussion of contracts in
4 transit, which we are speaking of retail installment
5 contracts. To your knowledge, has someone been
6 appointed to be in charge of speaking with those finance
7 sources about suspense accounts or the status of their
8 money?

9 A. Yes, sir. We have talked about that, but I am
10 not sure that I know who is in charge of that.

11 Q. Mr. Dykes, we have spoken about cash sources
12 and uses. Are there any other cash sources that the
13 bankruptcy court should be aware of the potential for
14 capital infusion or other sources of money?

15 A. No, sir, not that I know. The one thing -- if
16 I can rephrase that a little bit, the one thing that is
17 a potential is a possibility for getting DIP lending.
18 So that would be the one thing that I would say would be
19 a source for that.

20 Q. As of now, have you identified any potential
21 DIP lenders?

22 A. Yes, sir, we have.

23 Q. Who is that?

24 A. We had a local bank that reached out to us last
25 week that said they would like to help us out.

1 Q. Anyone else?

2 A. I don't know about -- I can't speak to the
3 other banks involved, but I know for sure that the one
4 bank did.

5 Q. And that culminated in a potential line of
6 credit to pay off trade ins; is that your understanding?

7 A. Yes, sir, potentially.

8 Q. Okay. Mr. Dykes, what would you like to see
9 the bankruptcy court do on Thursday?

10 A. I would like to see them appoint a CRO.

11 Q. And from your perspective, what do you believe
12 would be the benefit of that?

13 A. I believe it gives us a chance to retain as
14 much value as we can for the company and save as many
15 local jobs as we can.

16 Q. Yes, sir. Do you have a belief as to the value
17 that can be retained?

18 A. No, sir, I don't.

19 Q. Through the years, to your knowledge, did
20 Reagor-Dykes pay a premium -- a blue sky premium
21 relative to any of the dealerships?

22 A. We paid very little blue sky.

23 Q. In terms of the potential for the sale of one
24 or more of the dealerships, who is the person at
25 Reagor-Dykes Auto Group or counsel who would be most

1 familiar with that issue?

2 A. John Thompson.

3 Q. Can we take a break for about ten minutes?

4 A. Yes, sir.

5 Q. All right.

6 (Break was taken.)

7 Q. (BY MR. LANGLEY) Mr. Dykes, let me ask you a
8 couple of questions. You mentioned blue sky value. Do
9 you have any current belief as to the blue sky value of
10 the any of the Debtors?

11 A. No, sir, I don't.

12 Q. In terms of total indebtedness to Ford Motor
13 Credit company, do you have a belief as to what the
14 quantum is?

15 A. No, sir. I know it's been a moving target, but
16 I am not sure where it's at right now.

17 Q. Okay. As of the SOT, or sold out of trust
18 amount, have you been involved in reconciliation of that
19 amount?

20 A. No, sir.

21 Q. Do you have any belief as to what that amount
22 is?

23 A. No, sir.

24 Q. There was some testimony by Mr. Conner earlier
25 about double flooring. Do you have any personal

1 knowledge as to an amount of double flooring of
2 vehicles?

3 A. No, sir. I just -- I knew that -- I was told
4 that it was -- involved around 175 vehicles, but I have
5 never heard an amount.

6 Q. In terms of reconciliation of inventory since
7 August the 1st, let's focus on that. Are you familiar
8 with what efforts have been undertaken to reconcile
9 inventory collateral at any location?

10 A. Yes, sir. I know they are making -- they are
11 working to physically touch every vehicle.

12 Q. And is that under the direction of Mr. Ryan
13 Reagor and Mr. Tim Conner?

14 A. Yes, sir.

15 Q. Okay. We started the deposition with some
16 stipulations as to what we wanted to talk about, but you
17 have indicated that you wanted to talk about a little
18 bit broader topic, which I think is kind of where we
19 got -- how we got to where we are now. What would you
20 like to tell us about that?

21 A. That I will be -- I will answer any question
22 that you ask.

23 Q. Okay. Do you -- do you know -- do you have a
24 personal belief as to how this situation developed?

25 A. Yes, sir, I do.

1 Q. Okay. And what do you think happened?

2 A. I think Shane Smith was obviously -- he
3 misappropriated funds in several different ways.

4 Q. Okay. And that's a big area and that's a broad
5 topic. And so if you know at the current time or have
6 reason to believe, do you believe that there was
7 personal benefit by Mr. Shane Smith financially out of
8 this misappropriation?

9 A. I don't know that.

10 Q. Did you suspect that any of that had occurred
11 prior to, let's say, July 28th, which was a Saturday?
12 Did you have any reason to believe that any of that had
13 occurred -- that your belief had developed prior to July
14 28th?

15 A. No, sir. In fact, I thought we were operating
16 at our highest level ever.

17 Q. Okay. So it's fair to say that since July
18 28th -- sometime from July 28th until today, which is
19 August 13th, there have been some rather significant
20 revelations that have occurred to you?

21 A. Yes, sir.

22 Q. And I take it it's fair to say that you have a
23 lot of questions about that.

24 A. I do.

25 MR. LANGLEY: I will pass the witness.

1 EXAMINATION

2 BY MR. BUSTOS:

3 Q. Mr. Dykes, I am Fernando Bustos, representing
4 Vista Bank. What were some of the ways in which you
5 thought that Mr. Smith was misappropriating funds to
6 your knowledge today?

7 A. It's my understanding today that floors had --
8 or cars had been double floored and that there were also
9 cars that had been paid off that were floored again.

10 Q. Any other ways that you have become aware of?

11 A. Can you ask the question one more time?

12 Q. Sure. In what ways was Mr. Smith
13 misappropriating funds?

14 A. There was also check kiting.

15 Q. Any other ways generally that you know of?

16 A. No, sir, not that I know of.

17 Q. Do you have an understanding of how much was
18 kited in terms of the check kiting?

19 A. No, sir, I don't.

20 Q. Let me ask you about -- what have been your
21 day-to-day duties with the Reagor-Dykes Auto Group in
22 the last year?

23 A. I am a co-owner. You know, I am not in the
24 management of the day-to-day operations. I am obviously
25 partners with Bart, but I typically come down to the

1 dealership between two and three times a week, depending
2 on the week.

3 Q. And in terms of a division of labor between you
4 and Mr. Reagor, in terms of who is kind of in charge of
5 what parts of business, can you describe the division of
6 labor between you and Mr. Reagor as co-owners?

7 A. Bart managed the -- he took care of the
8 day-to-day with our sales people. He was the motivator.
9 He was the guy that instructed our sales teams.

10 Q. And your job duties were more what?

11 A. I was available for -- if anything came up
12 outside of that that he felt like I needed to know
13 about. I reported typically to check in with Shane
14 Smith to find out if there were any documents that
15 needed to be signed.

16 Q. Did you have your finger on a day-to-day pulse
17 on some issues that you felt like you were kind of in
18 charge of for the operations or is that delegated out?

19 A. No, sir.

20 Q. Okay. So the answer is no, no day-to-day pulse
21 issues for you?

22 A. Yes.

23 Q. Okay. Let me ask you about some 2016 audited
24 financials that Vista Bank received from Tim Conner last
25 week. Are you aware of those audited financial reports?

1 A. I am.

2 Q. And did you instruct Mr. Conner to send those
3 to Vista Bank?

4 A. No, sir.

5 Q. Do you know who did?

6 A. I am not sure who did.

7 Q. Those audited financials were completed back in
8 November of 2017. Are you aware of that?

9 A. Yes, sir.

10 Q. Do you know why they were not provided to Vista
11 Bank until last week?

12 A. I have no idea.

13 Q. Was that something that Shane Smith would have
14 been in charge of?

15 A. Yes, sir.

16 Q. Are you aware of any differences between the
17 audited and unaudited financials for 2017?

18 A. No, sir.

19 Q. Have you seen the audited financial reports for
20 2016?

21 A. No, sir.

22 Q. Have you seen any audited financial reports
23 from the year 2017?

24 A. I have not.

25 Q. Have you seen any unaudited financial reports

1 for either of those years, 2016 or 2017?

2 A. No, sir.

3 Q. Is the best person who could have answered
4 questions about these financials Shane Smith?

5 A. Yes, sir.

6 Q. Is there anybody who can speak intelligently to
7 those issues now that he is gone?

8 A. Tim Conner would probably be your best bet.
9 Yes, sir.

10 Q. All right. Let me ask you some questions about
11 First Capital Bank. Are you on their board of
12 directors?

13 A. In an advisory position.

14 Q. So you are still an advisory board member?

15 A. No, sir.

16 Q. You are not?

17 A. I am not.

18 Q. At what time did you cease being an advisory
19 member?

20 A. The day of the filing.

21 Q. August 1, 2018; is that about right?

22 A. I am not certain, but I think that's right,
23 yes, sir.

24 Q. Okay. Have you ever been a full board member
25 of the bank?

1 A. I have.

2 Q. When were you a full board member?

3 A. I don't know the years for sure, but for
4 several years I was.

5 Q. So were you a full board member first and then
6 converted into an advisory board member?

7 A. Yes, sir.

8 Q. What was the reason for converting to advisory
9 board member status?

10 A. Because of the size of our account there, it
11 became so cumbersome to -- as I understand it, to get
12 things passed. Everything we did had to be approved by
13 the board because of the size of our account there. So
14 I moved to an advisory role.

15 Q. And then the bank would have a higher lending
16 limit if you were just an advisory board member?

17 A. I am not sure about that. I don't know if that
18 affected the lending limit or not.

19 Q. Did you ever have discussions with either the
20 CEO or chairman of the board about regulations owed when
21 it came to your board member status? Does that mean
22 anything to you?

23 A. No, sir.

24 Q. All right. Have your auditors sent a
25 management letter to Reagor-Dykes saying that they

1 indicate that they need to revise any of their audited
2 financial reports?

3 A. Can you repeat that, please?

4 Q. Sure. Have your auditors sent y'all a
5 management letter or any correspondence saying, "Hey, we
6 need to go ahead and look into revising the audited
7 financial report for 2016," for example?

8 A. No, sir. I don't know.

9 Q. How many shares do you own First Capital Bank?

10 A. Approximate? I don't know precisely.

11 Q. Just approximately.

12 A. 375,000.

13 Q. And about what percentage of the whole is that,
14 as far as you understand?

15 A. Percentage of the whole company?

16 Q. Yes.

17 A. You know, I don't know that.

18 Q. Under 10 percent?

19 A. Oh, yes. Yes.

20 Q. And First Capital provided floor plan financing
21 for Reagor-Dykes Auto Group; is that right?

22 A. Yes, sir, it did.

23 Q. How much is owed to First Capital Bank on the
24 floor plan financing? Do you know?

25 A. It's kind of a moving target, but I think it's

1 about 7.5 million.

2 Q. On the floor plan financing?

3 A. Yes, sir.

4 Q. And then what other liabilities does

5 Reagor-Dykes Auto Group companies have with First

6 Capital Bank aside from floor plan financing, to your

7 knowledge?

8 A. I can't speak to that directly. I am not sure
9 exactly.

10 Q. Okay.

11 A. I do know there are other accounts there and
12 other holdings.

13 Q. Okay. Have you ever raised capital for First
14 Capital Bank? Have you assisted in capital raises for
15 the bank?

16 A. No, sir -- well, potentially through friends,
17 but not an organized effort.

18 Q. Have you engaged in any of those efforts
19 recently for the bank?

20 A. No, sir.

21 Q. Are you aware whether you are the only advisory
22 director?

23 A. No, sir. I think there are several others.

24 Q. Do Reagor-Dykes Auto Group companies have any
25 preferential lending terms at First Capital?

1 A. No, sir, not that I know of.

2 Q. Do you know what the account balances were for
3 the Reagor-Dykes bankrupt entities as of the day they
4 filed for bankruptcy protection?

5 A. No, sir, I don't.

6 Q. Do you know when you anticipate schedules to be
7 filed for your bankrupt entities?

8 A. I am not sure.

9 Q. Okay. All right. What was the longest amount
10 of time that Shane Smith ever took for vacation, to your
11 knowledge?

12 A. I don't know. He was at work a lot. Maybe a
13 week in the summer.

14 Q. What was his most recent absence of about a
15 week, to your knowledge?

16 A. I can't answer that. I don't remember him
17 being gone this summer. I think he missed two or three
18 days at one time when they went to -- I know he did.
19 They went to New York City for a baseball game, but I
20 think it was over a long weekend.

21 Q. Okay. And are you social friends with the
22 chairman and CEO of First Capital Bank?

23 A. Yes, sir.

24 Q. Did you go on vacation with them?

25 A. No, sir.

1 Q. Entertain each other in each other's homes?

2 A. Yes, sir.

3 MR. BUSTOS: I will pass the witness.

4 EXAMINATION

5 BY MR. STROHSCHN:

6 Q. Mr. Dykes, I am Steve Strohschein. I am
7 representing GM Financial. You mentioned that you had
8 not reviewed the audited financial --

9 A. Yes, sir.

10 Q. -- statement of your bank?

11 A. Yes, sir.

12 Q. What level of financial review would you
13 undertake in your role as a co-owner of Reagor-Dykes
14 Auto Group? Would you ever look at any bank statements?

15 A. No, sir.

16 Q. Were there internally-generated financials you
17 reviewed?

18 A. Let me go back to that. Every Friday we
19 received a list from Shane Smith that had a -- all of
20 our bank accounts on there and the dollar amounts in
21 those accounts.

22 So every Friday, I got an updated account,
23 myself and Bart did. We got an updated account of what
24 was in our account.

25 Q. So that would just be strictly deposits, a

1 snapshot as of that day, how much money was in each bank
2 account?

3 A. Yes, sir.

4 Q. And do you remember roughly the number of bank
5 accounts that would be reflected on that schedule?

6 A. No, sir. It was a lot.

7 Q. Pages?

8 A. Yes, sir.

9 Q. How many pages?

10 A. Typically two to three.

11 Q. And this would be generated routinely on
12 Fridays by Shane?

13 A. Every Friday, yes, sir.

14 Q. Would copies of those reports that were given
15 to you still exist?

16 A. Yes, sir.

17 Q. And who -- where would they be within the
18 Reagor-Dykes Auto Group? Would you have those copies or
19 would they be --

20 A. I don't have those copies, but Bart had the
21 copies every Friday.

22 Q. And they would have been maintained in some
23 kind of way?

24 A. Yes, sir.

25 Q. What other routine financial information would

1 you receive and review? Would you receive a report on
2 sales?

3 A. At the end of each month, yes, sir.

4 Q. And what would that report look like?

5 A. It wasn't as much a report as it was just a
6 reporting.

7 Q. So it would be oral?

8 A. Yes, sir.

9 Q. By whom?

10 A. Typically, me and Bart met on that.

11 Q. Together?

12 A. Yes, sir.

13 Q. Where would the information come from?

14 A. It would have come from the information
15 provided by Shane Smith.

16 Q. To Bart first?

17 A. Yes, sir.

18 Q. And then you would meet with Bart?

19 A. Yes, sir.

20 Q. And that would not be in writing. That would
21 just be a conversation?

22 A. Yes, sir.

23 Q. And that conversation, would it be about the
24 month's sales?

25 A. About the success of our -- yes, sir, the month

1 before.

2 Q. In addition to sales, what else would you
3 discuss at that monthly meeting?

4 A. Typically just sales.

5 Q. What other type of financial review did you
6 undertake? So you had the weekly bank deposits and the
7 monthly sales. Any other?

8 A. Well, we had our -- we had our yearly audit.
9 We had just finished a refinance of our real estate in
10 March with IBC Bank, and they had spent six months of
11 due diligence. So that was something that we felt very
12 comfortable with.

13 We had our Ford audit reports that came out
14 every quarter, and then we had -- we also had our bank
15 statements that came in on Friday.

16 Q. The IBC due diligence that was performed,
17 did -- was that a due diligence only for the real estate
18 or was it due diligence for the total business
19 operation?

20 A. I assume it was total business operation. It
21 was -- it was several months long, months and months
22 long.

23 Q. The loan was strictly a real estate loan with
24 IBC?

25 A. It was a refinance, yes, sir. But it also

1 freed money up for working capital.

2 Q. How?

3 A. Eighty percent of our real estate -- we
4 received the value of 80 percent of our real estate,
5 which freed up -- we had some equity in that, which
6 freed up money that we were able to use for working
7 capital.

8 Q. And where was that working capital employed?

9 A. It was at -- I assume it was employed in our
10 general dealerships.

11 Q. Was there a distribution to the owners at that
12 time?

13 A. I don't know that, no. I can't remember.

14 Q. How much money was freed up by the refinancing
15 with IBC?

16 A. Ten million dollars.

17 Q. And you don't recall whether you received any
18 portion of that 10 million?

19 A. I don't remember, no, sir.

20 Q. It's possible that you did?

21 A. It's possible.

22 Q. So this other financial reporting or review --
23 overview that you would have undertaken as a co-owner of
24 the enterprise, anything else come mind?

25 A. No, sir. Those four sources were what we had.

1 Q. In what ways would you become involved in, say,
2 the debt side of the enterprise, the floor plans, the
3 borrowings of Reagor-Dykes Auto Group? Were you ever
4 involved in that?

5 A. No, sir.

6 Q. Were you ever involved in the inventory
7 analysis in any way?

8 A. No, sir.

9 Q. Did you visit the stores, the actual locations
10 of the dealerships?

11 A. Yes, sir. We visited them on occasion. Most
12 of the time, it was because of -- we received the
13 President's Awards just three weeks ago at both stores.

14 So we were in Lamesa and Plainview, and we
15 were down in Snyder at that GM store, as we received two
16 awards there. So I have been to those stores recently,
17 yes, sir.

18 MR. STROHSCHIEIN: I have no further
19 questions. Thank you.

20 THE WITNESS: Yes, sir.

21 MR. LASHAWAY: I will reserve.

22 MR. MULLIN: One question just to clarify a
23 prior answer.

24 EXAMINATION

25 BY MR. MULLIN:

1 Q. On the Layne, Gormon, the auditors --

2 A. Yes, sir.

3 Q. -- did Mr. Reagor report to you that they were
4 providing and had provided clean opinions on the
5 company's financials?

6 A. No, sir. Mr. Smith did.

7 Q. Mr. Smith told you that Layne, Gormon had
8 provided clean opinions on the company's financials --

9 A. Yes, sir.

10 Q. -- each year when the reports came out?

11 A. Yes, sir.

12 Q. Okay. And did you review the report yourself?

13 A. No, sir.

14 Q. Okay.

15 MR. MULLIN: That's all I have.

16 EXAMINATION

17 BY MR. LANGLEY:

18 Q. On the Layne, Gormon audits, if you have an
19 understanding, why were the dealership financial
20 statements being audited by a third-party CPA firm?

21 A. Because we had plans potentially to go public
22 at a later date. We knew that that would be a
23 requirement.

24 Q. In connection with that plan, you needed five
25 years of audited financial statements with clean audit

1 opinions, correct?

2 A. Yes, sir. I am not sure it was five years as I
3 understood it, but yes, sir.

4 Q. And there were some creditors that those
5 financial statements were provided to and specifically
6 those audits, correct?

7 A. I'm sorry. Could you repeat that, please?

8 Q. Do you know which creditors the audited
9 financial statements were provided to?

10 A. No, sir.

11 Q. And that's something that Mr. Smith would know?

12 A. Yes, sir.

13 Q. With respect to the stock that you have in FCB,
14 you mentioned 375,000 shares. Is that pledged to
15 somewhere, to your knowledge?

16 A. A lot of it is pledged, yes, sir.

17 Q. Where is it pledged?

18 A. Right now, it's at FCB. So it's --

19 Q. So in other words, that stock doesn't supply
20 any liquidity for you to capitalize any of these
21 Debtors, correct?

22 A. Not at the present time.

23 Q. And who was in charge at RDAG of the
24 refinancing in March of 2018?

25 A. Shane Smith.

1 Q. What was your understanding of the business
2 purpose of refinancing in March of 2018?

3 A. We knew we had equity in the real estate, and
4 we wanted to get that equity out and put in a working
5 capital.

6 MR. LANGLEY: I pass the witness.

7 MR. BUSTOS: Just a few more follow-up
8 questions.

9 EXAMINATION

10 BY MR. BUSTOS:

11 Q. About how many hours a week would you say you
12 typically spent working at Reagor-Dykes on average? And
13 it can be a range.

14 A. I always came after lunch. Typically three --
15 two to three, maybe occasionally four days a week.

16 Q. So two to four half days a week?

17 A. Yes, sir.

18 Q. Okay. Based on your preliminary investigation,
19 how long do you think this fraud was going on being
20 perpetrated by your former CFO?

21 A. I have no idea.

22 Q. Regarding audited financials, did any of
23 Reagor-Dykes Auto Group's lenders request or suggest
24 that y'all get in the practice of getting audited
25 financials?

1 A. No, sir, not initially. That was -- we are the
2 ones that initiated it.

3 MR. BUSTOS: I will pass the witness.

4 MR. STROHSCHIEIN: Reserve.

5 MR. MULLIN: Reserve.

6 MR. KIRKENDALL: Do you have anything
7 further?

8 MR. LANGLEY: Anything further? Thank you
9 very much.

10 THE WITNESS: Yes, sir.

11 (Deposition concluded at 2:25 p.m.)

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1	CHANGES AND SIGNATURE		
2	WITNESS NAME: RICK DYKES		DATE: AUGUST 13, 2018
3	PAGE LINE	CHANGE	REASON
4	<hr/>		
5	<hr/>		
6	<hr/>		
7	<hr/>		
8	<hr/>		
9	<hr/>		
10	<hr/>		
11	<hr/>		
12	<hr/>		
13	<hr/>		
14	<hr/>		
15	<hr/>		
16	<hr/>		
17	<hr/>		
18	<hr/>		
19	<hr/>		
20	<hr/>		
21	<hr/>		
22	<hr/>		
23	<hr/>		
24	<hr/>		
25	<hr/>		

1 I, RICK DYKES, have read the foregoing
2 deposition and hereby affix my signature that same is
3 true and correct, except as noted above.

4

5

6

7

8

9

10

11 Before me, _____, on this day
12 personally appeared RICK DYKES, known to me (or proved
13 to me under oath or through _____)
14 (description of identity card or other document)) to be
15 the person whose name is subscribed to the foregoing
16 instrument and acknowledged to me that they executed the
17 same for the purposes and consideration therein
18 expressed.

19 Given under my hand and seal of office this
20 _____ day of _____, _____.

21

22

23

24

25

NOTARY PUBLIC IN AND FOR
THE STATE OF _____
COMMISSION EXPIRES: _____

1 IN THE UNITED STATES BANKRUPTCY COURT
2 FOR THE NORTHERN DISTRICT OF TEXAS
 LUBBOCK DIVISION

3 IN RE:)
)
4 REAGOR-DYKES MOTORS, LP,)Case No. 18-50214-rlj11
)
5 Debtor.)

6 IN RE:)
7 REAGOR-DYKES IMPORTS, LP,) Case No. 18-50215-rlj11
8 Debtor.)

9 IN RE:)
)
10 REAGOR-DYKES AMARILLO, LP,) Case No. 18-50216-rlj11
)
11 Debtor.)

12 IN RE:)
)
13 REAGOR-DYKES AUTO COMPANY,)
LP,) Case No. 18-50217-rlj11
14)
Debtor.)

16 IN RE:)
16)
16 REAGOR-DYKES PLAINVIEW, LP,) Case No. 18-50218-rlj11
17)
17 Debtor.)

IN RE:)
19)
REAGOR-DYKES FLOYDADA, LP,) Case No. 18-50219-rlj11
20)
Debtor.)

22 REPORTER'S CERTIFICATION
23 DEPOSITION OF RICK DYKES
AUGUST 13, 2018

24 I, Cindy Wiley, Certified Shorthand Reporter in and
25 for the State of Texas, hereby certify to the following:

1 That the witness, RICK DYKES, was duly sworn by the
2 officer and that the transcript of the oral deposition
3 is a true record of the testimony given by the witness;

4 That the deposition transcript was submitted on
5 _____ to the witness or to the attorney
6 for the witness for examination, signature and return to
7 me by _____;

8 That the amount of time used by each party at the
9 deposition is as follows:

10 MR. DAVID MULLIN - 00 HOURS:01 MINUTE
11 MR. DAVID M. LANGSTON - 00 HOURS:00 MINUTES
12 MR. KEITH A. LANGLEY - 00 HOURS:36 MINUTES
13 MR. DONALD H. CRAM - 00 HOURS:00 MINUTES
14 MR. MARK ANDREWS - 00 HOURS:00 MINUTES
15 MR. STEPHEN P. STROHSCHIEIN - 00 HOURS:07 MINUTES
16 MR. JEFF R. LASHAWAY - 00 HOURS:00 MINUTES
17 MR. JOHN F. MASSOUH - 00 HOURS:00 MINUTES
18 MR. FERNANDO BUSTOS - 00 HOURS:12 MINUTES
19 MR. MARK S. CARDER - 00 HOURS:00 MINUTE
20 MR. SCOTT R. WIEHLE - 00 HOURS:00 MINUTES
21 MR. MARK D.G. SANDERS - 00 HOURS:00 MINUTES
22 MR. TOM KIRKENDALL - 00 HOURS:00 MINUTES
23 MR. DAVID M. GUINN, JR. - 00 HOURS:00 MINUTES

24 That pursuant to information given to the
25 Deposition officer at the time said testimony was taken,
the following includes counsel for all parties of
record:

MR. DAVID MULLIN and MR. DAVID M. LANGSTON,
Attorneys for Debtors,
MR. KEITH A. LANGLEY and MR. DONALD H. CRAM,
Attorneys for FORD MOTOR CREDIT COMPANY, L.L.P.,
MR. MARK ANDREWS, Attorney for GM, L.L.C.,
MR. STEPHEN P. STROHSCHIEIN, Attorney for GM
FINANCIAL,

1 MR. JEFF R. LASHAWAY, Attorney for Aim Bank,
2 MR. JOHN F. MASSOUH, Attorney for First Capital
Bank,
3 MR. FERNANDO BUSTOS, Attorney for Vista Bank,
MR. MARK S. CARDER, Attorney for First Bank &
Trust,
4 MR. SCOTT R. WIEHLE, Attorney for Bart Reagor,
MR. MARK D.G. SANDERS, Attorney for IBC Bank,
5 MR. TOM KIRKENDALL and MR. DAVID M. GUINN, JR.,
Attorneys for Rick Dykes
6

7 I further certify that I am neither counsel for,
8 related to, nor employed by any of the parties or
9 attorneys in the action in which this proceeding was
10 taken, and further that I am not financially or
11 otherwise interested in the outcome of the action.

12 Further certification requirements pursuant to Rule
13 203 of TRCP will be certified to after they have
14 occurred.

15 Certified to by me this 14th day of August, 2018.
16
17
18
19

20

Cindy Wiley, Texas CSR 8667
21 Expiration Date: 12/31/18
Caprock Court Reporting, Inc.
22 Firm Registration No. 374
1112 Texas, Suite 200
23 Lubbock, Texas 79401
(806)795.4202
24
25

1 FURTHER CERTIFICATION UNDER RULE 203 TRCP

2 The original deposition was/was not returned to the
3 deposition officer on _____;

4 If returned, the attached Changes and Signature
5 page contains any changes and the reasons therefor;

6 If returned, the original deposition was delivered
7 to Mr. Keith A. Langley, Custodial Attorney;

8 That \$_____ is the deposition officer's
9 charges to Ford Motor Credit Company, L.L.C., for
10 preparing the original deposition transcript and any
11 copies of exhibits;

12 That the deposition was delivered in accordance
13 with Rule 203.3, and that a copy of this certificate was
14 served on all parties shown herein on and filed with the
15 Clerk.

16 Certified to by me this _____ day of
17 _____, 2018.

18

19

20

21

22

23

24

25

Cindy Wiley, Texas CSR 8667
Expiration Date: 12/31/18
Caprock Court Reporting, Inc.
Firm Registration No. 374
1112 Texas, Suite 200
Lubbock, Texas 79401
(806) 795.4202

EXHIBIT B-5

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument, was served on respective counsel for the other parties to this civil action via electronic transmission on the 8th day of February, 2019:

Paul B. Lackey
paul.lackey@stinson.com
Michael P. Aigen
michael.aigen@stinson.com
Katy L. Hart
katy.hart@stinson.com
Matt Miller
matt.miller@stinson.com
Stinson Leonard Street LLP
102 Oak Lawn Avenue, Suite 777
Dallas, Texas 75219-4259

ATTORNEYS FOR PLAINTIFF FIRST BANK & TRUST

Robert A. Aycock
aaycock@lubbocklawfirm.com
Joshua D. Frost
jfrost@lubbocklawfirm.com
Field, Manning, Stone, Hawthorne & Aycock, PC
2112 Indiana Avenue
Lubbock, Texas 79410-1499

ATTORNEYS FOR DEFENDANT SHANE SMITH

Joel R. Hogue
joel.hogue@sprouselaw.com
John F. Massouh
john.massouh@sprouselaw.com
Sprouse Shrader Smith PC
701 S. Taylor, Suite 500
Amarillo, Texas 79101

ATTORNEYS FOR DEFENDANT FIRSTCAPITAL BANK OF TEXAS, NA

APP 0347

Robert N. Nebb
rnebb@carperlaw.com
Law Office of Michael H. Carper
1102 Main Street
Lubbock, Texas 79401

ATTORNEYS FOR DEFENDANT SHEILA MILLER

Marshall M. Searcy
marshall.searcy@kellyhart.com
Scott R. Wiehle
scott.wiehle@kellyhart.com
Kelly Hart & Hallman
201 Main Street, Suite 2500
Fort Worth, Texas 76102-3194

ATTORNEYS FOR DEFENDANT BART REAGOR

Jared Michael Slade
Jared.Slade@alston.com
Alston & Bird, LLP
2200 Ross Avenue, Suite 2300
Dallas, Texas 75201

**ATTORNEYS FOR DEFENDANTS
BRAD D. BURGESS AND KENNETH L. BURGESS**

/s/ Tom Kirkendall
Tom Kirkendall

ANSWERS TO INTERROGATORIES

1. Identify and describe in detail the factual basis for denying that you breached the RD-Levelland Dykes Commercial Guaranty as alleged in the Complaint.

Answer: Based upon preliminary information derived from the Reagor-Dykes Auto Group (“RDAG”) entities in their pending chapter 11 cases, Mr. Dykes believes that First Bank knew or should have known that Shane Smith, RDAG’s former chief financial officer, was using RDAG accounts at First Bank in an illegal check-kiting scheme.

First Bank did not notify Mr. Dykes that Mr. Smith was regularly maintaining negative balances in RDAG accounts at First Bank. First Bank had a duty to notify Mr. Dykes and other RDAG representatives that Mr. Smith was regularly maintaining negative balances in RDAG accounts at First Bank so that Mr. Dykes and Reagor-Dykes representatives could take actions to stop Mr. Smith’s scheme. Mr. Dykes did not learn about Mr. Smith’s check-kiting scheme until after the Reagor-Dykes entities (“RDAG Ford Stores”) with floor-plan financing from Ford Motor Credit Company (“Ford Credit”) filed their bankruptcy cases on August 1, 2018, which triggered the collapse of Mr. Smith’s check-kiting scheme.

Although forensic examination of Reagor-Dykes accounts has not yet been undertaken in connection with the pending RDAG bankruptcy cases, Mr. Dykes has reviewed preliminary information that indicates that First Bank and several other banks charged Reagor-Dykes an unusually high amount of bank charges relating to Mr. Smith’s maintenance of negative balances in RDAG accounts.

For example, for the seven months from January 1, 2018 through July 31, 2018, First Bank charged RDAG entities a total of \$35,378.00 in overdraft fees alone, which is almost as much as First Bank charged RDAG in interest over the same period (\$42,530.94). Moreover, during the same period, First Bank charged RDAG \$340,519.63 in unexplained “analysis fees.”

Consequently, during the seven months of RDAG operations in 2018, RDAG paid First Bank a total of \$375,897.00 (an average of \$53,699.66 per month) in overdraft fees and analysis fees, an amount that dwarfs the interest (\$42,530.94 or an average of \$6,075.85 per month) that RDAG paid First Bank during the same time period.

First Bank did not notify Mr. Dykes and other RDAG representatives that Mr. Smith was causing RDAG to pay First Bank large overdraft and analysis fees on negative balances that Mr. Smith was maintaining in RDAG accounts at First Bank. First Bank had a duty to notify Mr. Dykes that Mr. Smith was causing RDAG to pay such exorbitant fees so that Mr. Dykes could take actions to halt such payments and expose Mr. Smith’s scheme. Failure to fulfill that duty is grounds to suspend

APP 0349

Mr. Dykes' performance under the RD-Levelland Dykes Commercial Guaranty and to deny enforcement of the guaranty.

Likewise, if First Bank participated in Mr. Smith's scheme by profiting through the charging of exorbitant bank fees on negative balances in RDAG accounts that Mr. Smith regularly maintained at First Bank in carrying out his scheme, then such participation is grounds to suspend Mr. Dykes' performance under the RD-Levelland Dykes Commercial Guaranty, to deny enforcement of the guaranty, and to setoff such amounts on any amounts due under the the RD-Levelland Dykes Commercial Guaranty.

2. Identify and describe in detail the factual basis for denying that you breached the RD-Imports Dykes Commercial Guaranty as alleged in the Complaint.

Answer: See answer to Interrogatory 1, which applies to the RD-Imports Dykes Commercial Guaranty as well.

3. Identify and describe in detail the factual basis for your affirmative defense that "First Bank's actions breached the agreements with RAM and [you] that have been modified through the course of conduct between First Bank, RAM, and [you]."

Answer: Based upon preliminary information derived from the RDAG chapter 11 cases, Mr. Dykes believes that First Bank knew or should have known that Shane Smith, RDAG's former chief financial officer, was using Reagor-Dykes accounts at First Bank in an illegal check-kiting scheme.

First Bank had a duty to notify Mr. Dykes that Mr. Smith was regularly maintaining negative balances in RDAG at First Bank so that Mr. Dykes could take corrective actions. First Bank did not notify Mr. Dykes that Mr. Smith was regularly maintaining negative balances in RDAG accounts at First Bank.

Mr. Smith's regular maintenance of negative balances in RAM accounts at First Bank was a breach of the loan agreements between First Bank and RAM. First Bank's allowance of such negative balances – as well as the charging of large overdraft and analysis fees – constituted a modification of the loan agreements between First Bank and RAM. Mr. Dykes did not consent to such material modification of the loan agreements. Such modification of the loan agreements without Mr. Dykes' consent constitutes grounds to suspend Mr. Dykes' performance under his guaranties to First Bank relating to such loan agreements and to deny enforcement of such guaranties.

4. Identify and describe in detail the factual basis for your affirmative defense that “First Bank's actions improperly impaired the value of the security for the claims upon which it seeks recovery from RAM and [you]. As a result, RAM and [you] are entitled to setoff the amount of any such impairment against any of First Bank’s claims against them,” and state the amount of setoff to which you contend you are entitled.

Answer: Part of the security for First Bank’s claims were the sales proceeds generated by RAM’s sale of inventory that was collateral for First Bank’s loan agreements with RAM. RAM used such proceeds of inventory sales to pay interest, principal and other charges to First Bank under the loan agreements.

Although forensic examination of RDAG accounts has not yet been undertaken in connection with the pending chapter 11 cases of the RDAG entities, Mr. Dykes has reviewed preliminary information that indicates that First Bank and several other banks charged Reagor-Dykes an unusually high amount of bank charges relating to Mr. Smith’s maintenance of negative balances in RAM accounts.

For example, for the seven months from January 1, 2018 through July 31, 2018, First Bank charged RAM entities a total of \$35,378.00 in overdraft fees alone, which is almost as much as First Bank charged RDAG in interest over the same period (\$42,530.94). Moreover, during the same period, First Bank charged RDAG \$340,519.63 in unexplained “analysis fees.”

Consequently, during the seven months of RDAG operations in 2018, RDAG paid First Bank a total of \$375,897.00 (an average of \$53,699.66 per month) in overdraft fees and analysis fees, an amount that dwarfs the interest (\$42,530.94 or an average of \$6,075.85 per month) that RDAG paid First Bank during the same time period.

First Bank did not notify Mr. Dykes and other Reagor-Dykes representatives that Mr. Smith was causing RAM or RDAG to pay First Bank large overdraft and analysis fees on negative balances that Mr. Smith was maintaining in RDAG accounts at First Bank. First Bank had a duty to notify Mr. Dykes that Mr. Smith was causing RAM or RDAG to pay such exorbitant fees so that Mr. Dykes could take actions to halt such payments and expose Mr. Smith’s scheme. Failure to fulfill that duty impaired RAM’s security for its loans with First Bank by reducing the funds available to RAM and RDAG to pay principal and interest on such loans.

Due to limitations on access to financial information of RAM and RDAG during the pendency of their chapter 11 cases to date, Mr. Dykes does not have complete information regarding the amount of the setoff that he is entitled to from the above-described impairment of First Bank’s security. However, based on the information from 2018 set forth above, Mr. Dykes is entitled to a credit in the

APP 0351

amount of at least \$350,000.00 based on excessive First Bank charges resulting from Mr. Smith's maintenance of negative balances in RDAG accounts at First Bank. Mr. Dykes believes that forensic examination of bank records for previous years will reveal similar impairment to First Bank's security for which Mr. Dykes is entitled to setoff against amounts owing under his guaranties.

5. Identify and describe in detail the factual basis for your affirmative defense that "First Bank engaged in a course of conduct with Defendant Shane Smith that damaged RAM's ability to pay its debt to First Bank, which damaged [you]," and state the amount of damages that you contend you have suffered.

Answer: See answers to interrogatories 1 and 4 above.

6. Identify and describe in detail the factual basis for your affirmative defense that "First Bank has failed to mitigate the damages that it asserts against Mr. Dykes."

Answer: See answers to interrogatories 1 and 4 above. Moreover, First Bank has refused to allow RAM to sell inventory that is subject to First Bank's security interests. The proceeds of such inventory sales would have been applied to reduce First Bank's claims that it asserts against RAM and Mr. Dykes.

7. Identify each and every occasion between July 1, 2018 and the present that a communication occurred between You (or any employee, representative, or agent of You) and FirstCapital (or any Affiliate, employee, representative, or agent of FirstCapital) wherein RAM's financial condition (or that of any of its Affiliates), the FirstCapital Account or any checks related thereto, the First Bank Account or any checks related thereto, potential bankruptcy, Ford Motor Credit's intention to file a lawsuit, or potential financial assistance from FirstCapital to RAM (or any of its Affiliates) was discussed. Include in Your answer the date, time and location the communication was made, the form of the communication, the total verbatim communication (if that is not possible, the state the detailed substance of the communication), and the identity of all persons present when such communication was made.

Answer: Mr. Dykes objects to this interrogatory to the extent that it requests information regarding confidential and privileged settlement negotiations between Mr. Dykes and FirstCapital during the pendency of the RDAG reorganization cases, including RAM. Subject to the foregoing objection, Mr. Dykes provides the following answer.

On Monday, July 30, 2018, as a result of Ford Motor Credit Company's rejection of a settlement proposal that Mr. Dykes made that morning regarding Ford Credit's decision to terminate its floor-plan financing facility with the RDAG Ford Stores, Mr. Dykes met with David Langston at Mr. Langston's law office in Lubbock to start preparing the bankruptcy cases for each of the RDAG Ford Stores. Mr. Langston, Tim Pridmore, Brad Odell (Mr. Langston's partner), Bart Reagor, and Mr. Dykes were present at the meeting.

APP 0352

Among numerous other topics, the participants discussed that it would not be necessary to place RAM into bankruptcy at that time because Ford Credit did not provide floor-plan financing for RAM. FirstCapital and First Bank provided most of the floor-plan financing for RAM.

Messrs. Dykes and Reagor believed that this was important because RAM was profitable and its profits could be used to defray some of the administrative expenses of the bankruptcy cases of RDAG's Ford Stores. The participants in the meeting all agreed that it would be a good idea for Mr. Langston to call Brad Burgess, FirstCapital's chief executive officer, to set up a meeting later that evening for the purpose of confirming that FirstCapital would continue to provide floor-plan financing for RAM. Mr. Langston called Mr. Burgess and arranged a meeting at FirstCapital's offices for that evening.

That evening, Mr. Langston, Mr. Pridmore and Mr. Dykes met with FirstCapital representatives Brad Burgess, Tracy Bacon and Mike Cannon (by telephone) at FirstCapital's offices. Mr. Langston disclosed that the RDAG Ford Stores were probably going to have to file bankruptcy in the next day or two because of Ford Credit's termination of floor-plan financing. Mr. Langston emphasized that continuation of FirstCapital's floor-plan financing to RAM was key to RDAG because RAM's continued operations would allow RDAG to retain key personnel and generate profits that could be used in the bankruptcy cases of RDAG's Ford Stores. The FirstCapital representatives replied that they would review the situation, discuss it internally, and would provide an answer to Mr. Langston and Mr. Dykes at a meeting on Tuesday morning.

First thing in the morning on Tuesday, July 31, 2018, Mr. Dykes returned to FirstCapital for the meeting. Mr. Dykes believes the participants in the meeting were the same as the meeting the evening before, except Mr. Cannon did not participate. There may have been other FirstCapital representatives involved in this meeting.

Upon arriving at the meeting, Mr. Dykes learned that FirstCapital had frozen all of his personal bank accounts and seized shares of FirstCapital stock that Mr. Dykes owned and had left in the safe-keeping of FirstCapital. Mr. Dykes immediately turned in his letter of resignation as an advisory board member of FirstCapital. The FirstCapital representatives advised Mr. Dykes and the others that the bank had not yet decided whether it would provide floor-plan financing to RAM going forward. The meeting lasted about 30 minutes.

After Mr. Langston's firm commenced the chapter 11 cases of the RDAG Ford Stores on August 1, 2018, Mr. Dykes entered into a series of three pledge agreements with FirstCapital from August 2-7, 2018 in which he pledged an additional \$7.5 million in additional collateral to FirstCapital, comprised of approximately \$2.75 million in cash and \$4.7 million in FirstCapital stock

APP 0353

(260,302 shares). In return, FirstCapital agreed to provide an additional \$2.1 million in floor-plan financing for RAM in addition to the approximate \$9.5 million that it had advanced under its existing floor-plan financing facility with RAM.

FirstCapital has not advanced RAM any of that additional \$2.1 million in floor-plan financing since making the foregoing commitment. FirstCapital has also not released any of the \$7.5 million in additional collateral that Mr. Dykes pledged to First Capital.

8. Identify the date upon which you first became aware that any Reagor-Dykes entity was in violation of any agreement with Ford Credit. Include in your answer how you were made aware, by whom, where you were when you were made aware, and describe any related communications.

Answer: Mr. Dykes was primarily an investor in RDAG beginning in 2006 (the dealerships started in 2003) and did not have a day-to-day management role. Accordingly, Mr. Dykes did not have access generally to information relating to violations by any RDAG entity of its agreements with Ford Credit.

In March, 2017, Mr. Dykes became aware of problems that arose in connection with Ford Credit's quarterly audit of RDAG. Mr. Dykes presumes, but is not certain, that such problems related primarily to out-of-trust sales of inventory in violation of RDAG's loan agreements with Ford Credit. Those problems led to Mr. Dykes and RDAG's other co-owner, Bart Reagor, injecting substantial capital into the company to pay Ford Credit what Mr. Dykes understood to be approximately \$25 million in out-of-trust sales.

A substantial portion of the foregoing \$25 million deficit at the time was paid by simply having the various units of RDAG catch up on funding of inventory sales. However, Mr. Dykes and Mr. Reagor invested the following amounts in RDAG:

- \$3 million that had been set aside in money market accounts from proceeds of reinsurance (Zurich);
- \$2 million from a loan from Zurich Insurance that Messrs. Dykes and Reagor guaranteed;
- \$5 million from a capital loan from Ford Credit that Messrs. Dykes and Reagor guaranteed;
- \$1 million from a life insurance policy on Mr. Reagor;
- \$1.5 million from a Ford Credit CMA (savings) accounts, and

- \$1-2 million from personal savings accounts of Messrs. Dykes and Reagor.

After investing and helping arrange the foregoing additional capital for RDAG in March, 2017, Mr. Dykes assisted management in implementing a plan to obtain additional capital to meet RDAG's long-term capital requirements.

In that regard, Messrs. Dykes and Reagor arranged a consolidation and refinancing loan with IBC Bank secured by the real estate on which the RDAG dealerships and offices were located.

The IBC financing was comprised of two loans -- (i) a \$25 million loan that consolidated the debt secured by the real estate on which the RDAG dealerships and offices were located, and (ii) a \$10 million loan.

Messrs. Dykes and Reagor personally guaranteed both of the IBC loans. The IBC loans were made to D&R Acquisitions, LLC, an entity owned by Messrs. Dykes and Reagor that owns the real estate on which the Reagor-Dykes dealerships and offices are located.

The \$10 million IBC loan was borrowed in two \$5 million components. The first \$5 million was borrowed on July 14, 2017 and the second \$5 million was borrowed on February 27, 2018. The \$25 million consolidation loan also closed and was funded on February 27, 2018.

From the proceeds of the first \$5 million component borrowed on July 14, 2017, \$3 million was immediately invested in Reagor-Dykes as working capital and \$2 million was paid to Messrs. Dykes and Reagor (\$1 million each). Mr. Dykes deposited the \$1 million he received in a money market account to use for possible future capital needs of RDAG.

From the proceeds of the second \$5 million component borrowed on February 27, 2018, all \$5 million was immediately invested in RDAG.

At the time of the closing of the second \$5 million loan and the \$25 million loan on February 27, 2018, Shane Smith, chief financial officer of RDAG, assured Messrs. Dykes and Reagor that RDAG's capital requirements were resolved at least through 2018 and likely much longer.

Moreover, Mr. Smith assured Mr. Dykes and Mr. Reagor at the same time and at various times afterward that he was holding the \$5 million from the second component of the \$10 million IBC loan in a "rainy day" money market account at IBC Bank for future RDAG capital needs.

After Ford Credit terminated its floor-plan financing for the RDAG Ford Stores on July 28, 2018, Mr. Dykes learned for the first time that Mr. Smith's representations regarding the \$5 million rainy day account were false. Mr. Smith used the \$5 million as working capital for RDAG in March 2018 immediately after the February 27, 2018 closing of the second component of the IBC Bank \$10 million loan.

After the above-described capitalization of RDAG, Mr. Dykes did not know of any other problems with regard to Ford Credit until Thursday July 26, 2018. That day, Mr. Dykes and his wife were at their lake house about an hour from Lubbock. Mr. Smith contacted Mr. Dykes by telephone in the mid-afternoon to inform him that Ford Credit had undertaken a surprise audit of the RDAG Ford Stores and that the audit was not going well. As RDAG's chief financial officer, Mr. Smith was responsible for all aspects of assisting Ford Credit in connection with its periodic audits of the RDAG Ford Stores.

Mr. Dykes did not know about the surprise audit until receiving the above-described telephone call from Mr. Smith. Mr. Dykes was surprised by the audit because Ford Credit had recently completed one of its quarterly audits on the RDAG Ford Stores less than a month before at the end of June, 2018. Mr. Dykes' understanding was that Ford Credit found no problems with that audit and had been complimentary of RDAG's cooperation with the audit.

In the phone call on Thursday, Mr. Smith indicated to Mr. Dykes that the main problem was that many of the people on his financial staff were on vacation and unavailable to help with the audit. He did not indicate any other problems with the audit at that time. Mr. Dykes told Mr. Smith that he would return to Lubbock the next morning.

On Friday July 27, 2018, Mr. Dykes returned to Lubbock and went directly to RDAG's downtown office. It was obvious to Mr. Dykes that the audit was going poorly, but Mr. Dykes still had not received any details from Mr. Smith on the nature of the problems with the audit.

Gary Byrd of Ford Credit was directing Ford Credit's audit in RDAG's offices when Mr. Dykes arrived at the offices. Mr. Byrd was working out of Mr. Smith's office. Mr. Dykes spoke briefly to Mr. Byrd on Friday in greeting him, but did not talk to him about the problems with the audit. Mr. Smith reiterated to Mr. Dykes on Friday that the main problems with the audit were resulting from his inability to respond because of the number of his financial staff that were on vacation.

After several hours at the office, Mr. Dykes left the RDAG offices and tended to his other business interests before returning home that evening.

On Saturday July 28, 2018, Mr. Dykes returned to RDAG's downtown office in the morning. Mr. Byrd was still working out of Mr. Smith's office and Mr. Dykes offered him the use of his RDAG office, which Mr. Byrd accepted. He began working at the conference table in Mr. Dykes' office. At this time, Mr. Smith had still not advised Mr. Dykes of the nature of the problems with the audit.

While Mr. Byrd was working in Mr. Dykes' office, Mr. Byrd stated to Mr. Dykes: "Y'all have some big problems." Mr. Byrd did not go into specifics initially, but indicated to Mr. Dykes for the first time that the RDAG Ford Stores were seriously out of trust with regard to sales of inventory that secured Ford Credit's floor-plan financing.

Later that morning, Mr. Byrd informed Mr. Dykes that one of the "red flags" that alerted Ford Credit that there were problems at RDAG was that RDAG was "loading" (i.e., reporting) a disproportionately large number of inventory sales in the week immediately preceding each Ford Credit quarterly audit of RDAG's Ford stores.

Mr. Dykes was surprised by Mr. Byrd's statement and asked: "How long has this (i.e., the reporting of disproportionately large inventory sales) going on?"

"For quite awhile," replied Mr. Byrd.

"Why weren't Bart (Reagor) and I notified about this?" Mr. Dykes asked.

Mr. Byrd looked at Mr. Dykes with a blank expression and did not immediately respond to the question. After a pause, Mr. Byrd replied: "Well, I did tell Shane."

Mr. Dykes shook his head and did not say anything in response to the futility of Mr. Byrd notifying the person at RDAG who was responsible for creating the red flags that alerted Ford Credit of problems at RDAG.

Late that afternoon (Saturday, July 28th), Mr. Dykes was in Mr. Smith's office while he was the phone with Mr. Reagor, who was returning to Lubbock from a vacation. Mr. Smith was explaining the bad audit to Mr. Reagor, but Mr. Smith still was not taking any responsibility for the problems that were arising in the audit.

At this time, Pepper Martin, one of Mr. Smith's assistants on the RDAG financial staff, came into the office.

"Pepper, what is going on?" Mr. Dykes asked Ms. Martin while Mr. Smith was still on the phone.

Ms. Martin then informed Mr. Dykes for the first time that certain vehicles in RDAG's inventory had been – as she put it – “double-floored” – that is, the same vehicle had been pledged as collateral more than once in order to receive multiple advances under Ford Credit's floor-plan financing facility.

Mr. Dykes was shocked. “Why would anybody do that?” he asked Ms. Martin.

“I knew you didn't know about this,” Ms. Martin replied as she began to cry and become quite emotional.

At that point, Mr. Dykes left the room.

That evening, Mr. Byrd called Mr. Dykes after a telephone call between Mr. Byrd and Mr. Reagor. Mr. Byrd was upset and told Mr. Dykes that Mr. Reagor had threatened him physically. Mr. Dykes tried to calm Mr. Byrd down by assuring him that Mr. Reagor did not mean what he had said and that he was simply upset over the reports of an ongoing bad audit that he knew little about. Mr. Byrd replied: “No one threatens me.”

Mr. Reagor returned to Lubbock that night and he immediately came to RDAG's office to meet with Mr. Smith and Mr. Dykes at 11:30 p.m.

During that meeting, for the first time, Mr. Smith became extremely apologetic and said “I am sorry” multiple times to Messrs. Dykes and Reagor. However, he still did not elaborate at that time as to the nature of the problems in the audit. He then left for the night.

After Mr. Smith left, Messrs. Dykes and Reagor met with Pepper Martin and she reiterated what she had told Mr. Dykes earlier – i.e., that RDAG had pledged vehicles multiple times to obtain multiple advances on the same vehicles under the Ford Credit floor-plan financing facility.

On Sunday, July 29, 2018, Mr. Dykes worked overnight on a proposed settlement agreement with Ford Credit. The proposal called for a large immediate cash payment (\$5 million) followed by substantial cash payments in the near term.

On Monday morning, July 30, 2018, Tim Pridmore, RDAG's lawyer, presented Mr. Dykes' settlement proposal to Ford Credit, which rejected it and refused to make a counter-offer. As a result of Ford Credit's rejection of Mr. Dykes' settlement proposal, Mr. Dykes met at David Langston's office to start preparing the bankruptcy cases. Mr. Langston, Mr. Pridmore, Brad Odell (Mr. Langston's partner), and Mr. Reagor were present at the meeting.

On the afternoon of Monday, July 30, 2018, Mr. Smith and a group of about a dozen RDAG employees met in RDAG's 5th floor conference room. Messrs. Dykes and Reagor attended. Mr. Smith emotionally admitted to the group that he was responsible for the problems that Ford Credit had uncovered in the audit of the RDAG Ford Stores and that neither Messrs. Dykes nor Reagor knew anything about the nature of the problems. Mr. Smith later signed and delivered an affidavit to one of RDAG's lawyers, Dan Hurley, that affirmed the statements that he made during the meeting. Mr. Dykes does not have a copy of Mr. Smith's affidavit, but Mr. Dykes has reviewed the affidavit at Mr. Hurley's office.

On Tuesday, July 31, 2018, Mr. Dykes learned that Ford Credit had filed a lawsuit in federal district court against the RDAG Ford Stores, Mr. Reagor, and Mr. Dykes seeking recovery of over \$40 million in alleged damages and a court order to obtain possession of Ford Credit's collateral.

The following day (August 1, 2018), Mr. Langston and his firm filed the bankruptcy cases for RDAG's Ford Stores. RDAG also formally terminated Mr. Smith's employment on that date.

On August 3, 2018, Mr. Dykes met with Tim Conner, one of RDAG's accountants, who explained to Mr. Dykes for the first time that Mr. Smith had been rotating negative balances at various banks – sometimes dozens of times a month – to generate short term credit for RDAG. Mr. Conner informed Mr. Dykes that Mr. Smith's actions amounted to check-kiting, which is a concept that Mr. Dykes did not understand prior to his meeting with Mr. Conner.

Finally, during the RDAG reorganization cases, Ford Credit interfered with RAM's commitment from First Capital to provide an additional \$2.1 million in floor plan financing that proximately caused damages to RAM, RDAG, and Mr. Dykes by depriving them of a source of funds to use in the reorganization cases of the RDAG entities.

9. Identify the date upon which you first became aware that any Reagor-Dykes entity was in violation of any agreement with any of its lenders. Include in your answer how you were made aware, by whom, where you were when you were made aware, and describe any related communications.

Answer: See answer to interrogatories 8 above. At various times in August, 2018 after the commencement of the reorganization cases of the RDAG Stores, Mr. Dykes became aware that all RDAG entities were in violation of loan agreements with their lenders.

10. Identify the date upon which you first became aware that any Reagor-Dykes entity was kiting checks. Include in your answer how you were made aware, by whom, where you were when you were made aware, and describe any related communications.

Answer: On August 3, 2018, Mr. Dykes met with Tim Conner, one of RDAG's accountants, who explained to Mr. Dykes for the first time that Mr. Smith had been rotating negative balances at various banks – sometimes dozens of times a month – to generate short term credit for RDAG. Mr. Conner informed Mr. Dykes that Mr. Smith's actions amounted to check-kiting, which is a concept that Mr. Dykes did not understand prior to his meeting with Mr. Conner.

11. Identify and describe any wrongful acts you allege were taken by First Bank. Include in your answer the identity of any persons involved in such acts, when and where such acts were taken, identify any witnesses to such acts, and describe any related communications.

Answer: See answers to interrogatories 1 and 4 above. Moreover, First Bank has also refused to allow RAM to sell inventory that is subject to First Bank's security interests. The net proceeds of such inventory sales would have been applied to reduce First Bank's claims that it asserts against RAM and Mr. Dykes. Forensic examination of RDAG accounting records may reveal additional wrongful acts.

12. Identify and describe any wrongful acts you allege were taken by FirstCapital. Include in your answer the identity of any persons involved in such acts, when and where such acts were taken, identify any witnesses to such acts, and describe any related communications.

Answer: See answer to interrogatory 7 above. Moreover, FirstCapital has refused to allow RAM to sell inventory that is subject to FirstCapital's security interests. The net proceeds of such inventory sales would have been applied to reduce FirstCapital's claims that it asserts against RAM and Mr. Dykes. Moreover, FirstCapital has disclosed to Ford Credit without Mr. Dyke's authorization confidential personal banking information in violation of applicable bank privacy laws. Finally, forensic examination of RDAG accounting records may reveal additional wrongful acts.

13. Identify and describe any wrongful acts you allege were taken by any lender to any Reagor-Dykes entity. Include in your answer the identity of any persons involved in such acts, when and where such acts were taken, identify any witnesses to such acts, and describe any related communications.

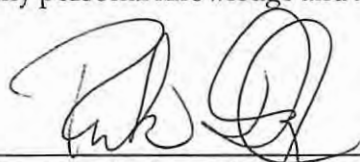
Answer: See answers to interrogatories 1, 4, 7 and 8 above. Forensic examination of RDAG accounting records may reveal additional wrongful acts.

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

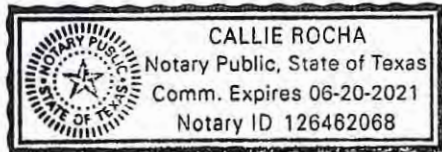
VERIFICATION

BEFORE ME, the undersigned notary, on this day personally appeared Franklin Andrew "Rick" Dykes, the affiant, a person whose identity is known to me. After I administered an oath, affiant testified as follows:

"My name is Franklin Andrew "Rick" Dykes. I have read the foregoing Answers to First Bank's First Set of Interrogatories. The facts stated in it are within my personal knowledge and are true and correct."


Franklin Andrew "Rick" Dykes

SWORN TO and SUBSCRIBED before me by Franklin Andrew "Rick" Dykes on February 8, 2019.





Notary Public in and for
the State of Texas

EXHIBIT B-6

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION**

**FIRST BANK & TRUST,
Plaintiff,**

V.

**REAGOR AUTO MALL, LTD. d/b/a
REAGOR-DYKES OF LEVELLAND, AND
d/b/a REAGOR-DYKES IMPORTS,
FIRSTCAPITAL BANK OF TEXAS, N.A.,
BART REAGOR, RICK DYKES, SHANE
SMITH, SHEILA MILLER, BRAD D.
BURGESS, and KENNETH L. BURGESS
Defendants.**

Civil Action No.: 5:18-cv-00234-C

**DEFENDANT BART REAGOR'S RESPONSES AND OBJECTIONS TO PLAINTIFF
FIRSTBANK & TRUST'S FIRST SET OF INTERROGATORIES**

TO: Plaintiff, First Bank & Trust, by and through its attorney of record, Paul B. Lackey, Michael P. Aigen and Katy L. Hart, STINSON LEONARD STREET LLP, 3102 Oak Lawn Avenue, Suite 777, Dallas, Texas 75219-4259.

Pursuant to Rules 33 of the Federal Rules of Civil Procedure, Defendant, Bart Reagor (“Reagor”), responds to Plaintiff’s First Set of Interrogatories (“Interrogatories”) as follows:

RESERVATION OF RIGHTS

Reagor's objections and responses are not admissions that any discovery request made is relevant, admissible, or proportional to the needs of the case. Reagor's responses are made without prejudice to his right to change or supplement his responses and objections, and to introduce at trial additional evidence as warranted by the development of facts through ongoing investigation. In providing these Responses, Reagor preserves all objections as to competency, relevancy, materiality, authenticity and admissibility of any information or documents, including but not limited to all documents and/or information identified herein; all rights to object on any ground to the use of any documents and/or information identified herein in any subsequent proceedings. AF

APP 0363

Moreover, the allegations in the Complaint concern parties that are (i) entities that may be filing chapter 11 petitions and have been involved in the chapter 11 cases of related entities (the “Debtors”) (Case Nos. 18-50214;18-50214, 18-50215, 18- 50216, 18-50217, 18-50218 and 18-50219, collectively the “Bankruptcy Cases”) in the United States Bankruptcy Court for the Northern District of Texas, Lubbock (the “Bankruptcy Court”), and (ii) are individual owners integrally involved in the reorganization efforts of the Debtors and have been able to spend insufficient time aggregating information relating to this answer and affirmative defenses and if available counterclaims. The financial situation of the Debtors and Reagor is most complicated. Reagor has been working with the Debtors to aid in unraveling the financial difficulties that befell the Debtors. The Debtors have employed an independent Chief Restructuring Officer, BlackBriar Advisors, LLC (“BlackBriar” or “CRO”). Reagor has been unable to undertake the necessary analysis of information that has to be obtained through and with approval of the CRO, who has been solely focused upon the reorganization efforts of the Debtors. In effect, Reagor is in the position of not having access to much of the companies he owns, as they cannot distract the CRO from the duties Reagor voluntarily referred to the CRO through pleadings filed with the Bankruptcy Court

SUBJECT TO AND WITHOUT WAIVING THE FOREGOING RESERVATION OF RIGHTS, REAGOR FURTHER OBJECTS AND RESPONDS TO THE INTERROGATORIES AS FOLLOWS:

I.

OBJECTIONS AND RESPONSES TO DEFINITIONS AND INSTRUCTIONS

Reagor objects to Definitions 3-5, 11-12, 15, 17-18, 20, and 36 on the following grounds: 1) the definitions are vague and ambiguous because Reagor has no way of knowing who might constitute an agent, employee, representative, etc. for persons or entities with whom he is not involved or related; 2) the definitions are not reasonably calculated to lead to the discovery of admissible evidence because they necessarily include persons acting on the behalf of those persons and entities specifically identified that have absolutely no involvement in the subject matter of this dispute; and 3) the definitions are unduly burdensome for the reasons set forth above and would needlessly require Reagor to investigate who might fall within the purview of the definitions and search for documents from persons who almost certainly do not possess discoverable material.

Reagor objects to Definition 9 on the following grounds: 1) the definition is overly broad and includes not only Defendant Bart Reagor individually, but a laundry list of potential persons and entities; and 2) the definitions necessarily encompass attorneys and accountants for Reagor and would impermissibly require the inclusion of obviously privileged materials, much of which is exempt from production or logging pursuant to the Federal Rules of Civil Procedure.

II.

OBJECTIONS AND ANSWERS TO INTERROGATORIES

Interrogatory No.1: Identify and describe in detail the factual basis for denying that you breached the RD-Levelland Reagor Commercial Guaranty as alleged in the Complaint.

Answer: Reagor objects to this integratory as premature. Discovery has only just commenced in this action. As such, it is impossible for Reagor to provide, or even have complete knowledge of, the requested information. Reagor additionally objects to the extent

APP 0365

the interrogatory seeks the disclosure of information or communications protected by the attorney-client privilege, the work product doctrine, and/or any other applicable constitutional, statutory, or common law privilege.

Subject to these objections, Reagor states that he will supplement his answer as discovery progresses.

Interrogatory No.2: Identify and describe in detail the factual basis for denying that you breached the RD-Imports Reagor Commercial Guaranty as alleged in the Complaint.

Answer: Reagor objects to this integratory as premature. Discovery has only just commenced in this action. As such, it is impossible for Reagor to provide, or even have complete knowledge of, the requested information. Reagor additionally objects to the extent the interrogatory seeks the disclosure of information or communications protected by the attorney-client privilege, the work product doctrine, and/or any other applicable constitutional, statutory, or common law privilege.

Subject to these objections, Reagor states that he will supplement his answer as discovery progresses.

Interrogatory No.3: Identify and describe in detail the factual basis for your affirmative defense that “Plaintiff’s actions breached the agreements with RAM and [you] that have been modified through the course of conduct between First Bank, RAM and [you].

Answer: Reagor objects to this integratory as premature. Discovery has only just commenced in this action. As such, it is impossible for Reagor to provide, or even have complete knowledge of, the requested information. Reagor is in the process of continuing to evaluate his affirmative defenses. Subject to the forgoing objection, Reagor’s affirmative

APP 0366

defense concerns Plaintiff's responsibility for its own lack of good faith or failure to exercise ordinary care, or limit the measure of damages for such a lack or failure. Tex. Bus. & Com. Code Ann. § 4.103(a) (West). The factual bases for the affirmative defenses will be supplemented as the factual investigation continues and consistent with the Federal Rules of Civil Procedure.

Interrogatory No.4: Identify and describe in detail the factual basis for your affirmative defense that "Plaintiff's actions improperly impaired the value of the security for the claims upon which it seeks recovery from RAM and [you]. As a result, RAM and [you] are entitled to setoff the amount of any such impairment against any of First Bank's claims against them," and state the amount of setoff to which you contend you are entitled.

Answer: Reagor objects to this integratory as premature. Discovery has only just commenced in this action. As such, it is impossible for Reagor to provide, or even have complete knowledge of, the requested information. Reagor is in the process of continuing to evaluate his affirmative defenses. Subject to the forgoing objection, Reagor's affirmative defense concerns Plaintiff's responsibility for its own lack of good faith or failure to exercise ordinary care, or limit the measure of damages for such a lack or failure. Tex. Bus. & Com. Code Ann. § 4.103(a) (West). The factual bases for the affirmative defenses will be supplemented as the factual investigation continues and consistent with the Federal Rules of Civil Procedure.

Interrogatory No.5: Identify and describe in detail the factual basis for your affirmative defense that "Plaintiff engaged in a course of conduct with Defendant Shane Smith that

damaged RAM's ability to pay its debt to First Bank, which damaged [you],” and state the amount of damages that you contend you have suffered.

Answer: Reagor objects to this integratory as premature. Discovery has only just commenced in this action. As such, it is impossible for Reagor to provide, or even have complete knowledge of, the requested information. Reagor is in the process of continuing to evaluate his affirmative defenses. Subject to the forgoing objection, Reagor's affirmative defense concerns Plaintiff's responsibility for its own lack of good faith or failure to exercise ordinary care, or limit the measure of damages for such a lack or failure. Tex. Bus. & Com. Code Ann. § 4.103(a) (West). The factual bases for the affirmative defenses will be supplemented as the factual investigation continues and consistent with the Federal Rules of Civil Procedure.

Interrogatory No.6: Identify and describe in detail the factual basis for your affirmative defense that “Plaintiff has failed to mitigate the damages that it asserts against the Defendant.”

Answer: Reagor objects to this integratory as premature. Discovery has only just commenced in this action. As such, it is impossible for Reagor to provide, or even have complete knowledge of, the requested information. Reagor is in the process of continuing to evaluate his affirmative defenses. Subject to the forgoing objection, Reagor's affirmative defense concerns Plaintiff's responsibility for its own lack of good faith or failure to exercise ordinary care, or limit the measure of damages for such a lack or failure. Tex. Bus. & Com. Code Ann. § 4.103(a) (West). The factual bases for the affirmative defenses will be supplemented as the factual investigation continues and consistent with the Federal Rules of Civil Procedure.

Interrogatory No.7: Identify and describe in detail the factual basis for your affirmative defense that “Plaintiff’s claims are barred by the doctrine of unclean hands.”

Answer: Reagor objects to this integratory as premature. Discovery has only just commenced in this action. As such, it is impossible for Reagor to provide, or even have complete knowledge of, the requested information. Reagor is in the process of continuing to evaluate his affirmative defenses. Subject to the forgoing objection, Reagor’s affirmative defense concerns Plaintiff’s responsibility for its own lack of good faith or failure to exercise ordinary care, or limit the measure of damages for such a lack or failure. Tex. Bus. & Com. Code Ann. § 4.103(a) (West). The factual bases for the affirmative defenses will be supplemented as the factual investigation continues and consistent with the Federal Rules of Civil Procedure.

Interrogatory No.8: Identify and describe in detail the factual basis for your affirmative defense that “Plaintiff’s claims are barred in whole or in part by the doctrines of res judicata, collateral estoppel, equitable estoppel, waiver and laches.”

Answer: Reagor objects to this integratory as premature. Discovery has only just commenced in this action. As such, it is impossible for Reagor to provide, or even have complete knowledge of, the requested information. Reagor is in the process of continuing to evaluate his affirmative defenses. Subject to the forgoing objection, Reagor’s affirmative defense concerns Plaintiff’s responsibility for its own lack of good faith or failure to exercise ordinary care, or limit the measure of damages for such a lack or failure. Tex. Bus. & Com. Code Ann. § 4.103(a) (West). The factual bases for the affirmative defenses will be supplemented as the factual investigation continues and consistent with the Federal Rules of Civil Procedure.

APP 0369

Interrogatory No.9: Identify and describe in detail the factual basis for your affirmative defense that “Plaintiff’s claims are barred in whole or in part by the doctrines of setoff and/or recoupment,” and state the amount of setoff and/or recoupment to which you contend to be entitled.

Answer: Reagor objects to this integratory as premature. Discovery has only just commenced in this action. As such, it is impossible for Reagor to provide, or even have complete knowledge of, the requested information. Reagor is in the process of continuing to evaluate his affirmative defenses. Subject to the forgoing objection, Reagor’s affirmative defense concerns Plaintiff’s responsibility for its own lack of good faith or failure to exercise ordinary care, or limit the measure of damages for such a lack or failure. Tex. Bus. & Com. Code Ann. § 4.103(a) (West). The factual bases for the affirmative defenses will be supplemented as the factual investigation continues and consistent with the Federal Rules of Civil Procedure.

Interrogatory No.10: Identify and describe in detail the factual basis for your affirmative defense that “Plaintiff’s claims are barred, in whole or in party, by the applicable statute of limitations and/or contractual agreement between the parties.”

Answer: Reagor objects to this integratory as premature. Discovery has only just commenced in this action. As such, it is impossible for Reagor to provide, or even have complete knowledge of, the requested information. Reagor additionally objects to the extent the interrogatory seeks the disclosure of information or communications protected by the attorney-client privilege, the work product doctrine, and/or any other applicable constitutional, statutory, or common law privilege.

APP 0370

Subject to these objections, Reagor states that he will supplement his answer as discovery progresses.

Interrogatory No.11: Identify and describe in detail the factual basis for your affirmative defense that “Plaintiff’s claims are barred by the doctrine of accord and satisfaction.”

Answer: Reagor objects to this integratory as premature. Discovery has only just commenced in this action. As such, it is impossible for Reagor to provide, or even have complete knowledge of, the requested information. Reagor additionally objects to the extent the interrogatory seeks the disclosure of information or communications protected by the attorney-client privilege, the work product doctrine, and/or any other applicable constitutional, statutory, or common law privilege.

Subject to these objections, Reagor states that he will supplement his answer as discovery progresses. The factual bases for the affirmative defenses will be supplemented as the factual investigation continues and consistent with the Federal Rules of Civil Procedure.

Interrogatory No.12: Admit that RAM did not pay all outstanding principal and all accrued unpaid interest on the RD-Imports Promissory Note by October 1, 2018.

Answer: Reagor objects to this interrogatory as duplicative of Plaintiff’s First Set of Requests for Admission No. 12. Reagor incorporates his response and objections to Request for Admission No. 12 herein.

Interrogatory No.13: Identify the date upon which you first became aware that any Reagor-Dykes entity was in violation of any agreement with Ford Credit. Include in your

APP 0371

answer how you were made aware, by whom, where you were when you were made aware, and describe any related communications.

Answer: Reagor objects to this interrogatory as seeking a legal conclusion. Reagor additionally objects to the extent this interrogatory seeks the disclosure of information or communications protected by the attorney-client privilege, the work product doctrine, and/or any other applicable constitutional, statutory, or common law privilege.

Subject to and without waiving these objections, on or about July 26, 2018, Ford Credit conducted an emergency on-site review and reported irregularities in the financial records of the Reagor-Dykes dealerships. On the same day, Shane Smith, former chief financial officer of the Reagor-Dykes dealerships, notified Reagor and Dykes that problems had emerged in regard to Ford Credit's emergency review. On July 27, 2018, Ford Credit declared defaults under its agreements with the Reagor-Dykes dealerships, Reagor and Dykes, terminated providing any further financing to the Reagor-Dykes Auto Group, and—on July 31—filed a civil action against Reagor-Dykes Amarillo, L.P., Reagor-Dykes Auto Company, L.P., Reagor-Dykes II, L.L.C., Reagor-Dykes Floydada, L.P., Reagor-Dykes Imports, L.P., Reagor Auto Mall I, L.L.C., Reagor-Dykes Motors, L.P., Reagor-Dykes Plainview, L.P., Reagor-Dykes III, L.L.C., and Reagor and Dykes.

Interrogatory No.14: Identify the date upon which you first became aware that any Reagor-Dykes entity was in violation of any agreement with any of its lenders. Include in your answer how you were made aware, by whom, where you were when you were made aware, and describe any related communications.

Answer: Reagor objects to this interrogatory as seeking a legal conclusion. Reagor additionally objects to the extent the interrogatory seeks the disclosure of information or

APP 0372

communications protected by the attorney-client privilege, the work product doctrine, and/or any other applicable constitutional, statutory, or common law privilege.

Subject to and without waiving these objections, Reagor became aware of First Bank's position when First Bank made demand for payment upon RAM, Reagor and Dykes to pay the amounts owing on the promissory notes.

Interrogatory No.15: Identify the date upon which you first became aware that any Reagor-Dykes entity was kiting checks. Include in your answer how you were made aware, by whom, where you were when you were made aware, and describe any related communications.

Answer: Reagor objects to this interrogatory as seeking a legal conclusion. Reagor additionally objects to the extent the interrogatory seeks the disclosure of information or communications protected by the attorney-client privilege, the work product doctrine, and/or any other applicable constitutional, statutory, or common law privilege.

Subject to and without waiving these objections, Reagor became aware of First Bank's check kiting allegations when First Bank filed its Original Petition and Application for Writ of Sequestration on September 18, 2018.

Interrogatory No.16: Identify and describe any wrongful acts you allege were taken by First Bank. Include in your answer the identity of any persons involved in such acts, when and where such acts were taken, identify any witnesses to such acts, and describe any related communications.

Answer: Reagor objects to this integratory as premature. Discovery has only just commenced in this action. As such, it is impossible for Reagor to provide, or even have complete knowledge of, the requested information. Reagor is in the process of continuing to

APP 0373

evaluate his affirmative defenses. Subject to the forgoing objection, Reagor's affirmative defense concerns Plaintiff's responsibility for its own lack of good faith or failure to exercise ordinary care, or limit the measure of damages for such a lack or failure. Tex. Bus. & Com. Code Ann. § 4.103(a) (West). The factual bases for the affirmative defenses will be supplemented as the factual investigation continues and consistent with the Federal Rules of Civil Procedure.

Interrogatory No.17: Identify and describe any wrongful acts you allege were taken by FirstCapital. Include in your answer the identity of any persons involved in such acts, when and where such acts were taken, identify any witnesses to such acts, and describe any related communications.

Answer: Reagor objects to this integratory as premature. Discovery has only just commenced in this action. As such, it is impossible for Reagor to provide, or even have complete knowledge of, the requested information. Reagor additionally objects to the extent the interrogatory seeks the disclosure of information or communications protected by the attorney-client privilege, the work product doctrine, and/or any other applicable constitutional, statutory, or common law privilege.

Subject to these objections, Reagor states that he will supplement his answer as discovery progresses. The factual bases for the affirmative defenses will be supplemented as the factual investigation continues and consistent with the Federal Rules of Civil Procedure.

Interrogatory No.18: Identify and describe any wrongful acts you allege were taken by any lender to any Reagor-Dykes entity. Include in your answer the identity of any persons involved

APP 0374

in such acts, when and where such acts were taken, identify any witnesses to such acts, and describe any related communications.

Answer: Reagor objects to this integratory as premature. Discovery has only just commenced in this action. As such, it is impossible for Reagor to provide, or even have complete knowledge of, the requested information. Reagor additionally objects to the extent the interrogatory seeks the disclosure of information or communications protected by the attorney-client privilege, the work product doctrine, and/or any other applicable constitutional, statutory, or common law privilege.

Subject to these objections, Reagor states that he will supplement his answer as discovery progresses. The factual bases for the affirmative defenses will be supplemented as the factual investigation continues and consistent with the Federal Rules of Civil Procedure.

Respectfully submitted,

/s/ Marshall M. Searcy, Jr.

Marshall M. Searcy, Jr.

State Bar No. 17955500

marshall.searcy@kellyhart.com

Scott R. Wiehle

State Bar No. 24043991

scott.wiehle@kellyhart.com

KELLY HART & HALLMAN, LLP

201 Main Street, Suite 2500

Fort Worth, Texas 76102

Telephone: (817) 332-2500

Telecopy: (817) 878-9280

**ATTORNEYS FOR DEFENDANT BART
REAGOR**

APP 0376

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing to be delivered to the following parties in accordance with the Federal Rules of Civil Procedure on the February 8, 2019.

Roel R. Hogue
John F. Massouh
Sprouse Shrader Smith PC
701 S. Taylor, Suite 500
Amarillo, Texas 79101
ATTORNEYS FOR DEFENDANT FIRSTCAPITAL
BANK OF TEXAS, NA
Robert N. Nebb
Law Office of Michael H. Carper
1102 Main Street
Lubbock, Texas 79401
ATTORNEYS FOR DEFENDANT SHEILA MILLER

Thomas Murray Kirkendall
Law Office of Tom Kirkendall
2 Violetta Court
The Woodlands, Texas 77381-4550
ATTORNEYS FOR DEFENDANT RICK DYKES

Jared Michael Slade
Alston & Bird, LLP
2200 Ross Avenue, Suite 2300
Dallas, Texas 75201
ATTORNEYS FOR DEFENDANTS BRAD D.
BURGESS AND KENNETH L. BURGESS

Robert A. Aycock
Joshua D. Frost
Field, Manning, Stone, Hawthorne, & Aycock,
PC
2112 Indiana Avenue
Lubbock, Teas 79410-1449
ATTORNEYS FOR DEFENDANT SHANE SMITH

Paul B. Lackey
Michael B. Aigen
Katy L. Hart
Stinson Leonard Street LLP
3102 Oak Lawn Avenue, Suite 777
Dallas, Texas 75219-4259
ATTORNEYS FOR PLAINTIFF FIRST BANK &
TRUST

/s/ Marshall M. Searcy, Jr.
Marshall M. Searcy, Jr.

(Seal)




Signature of Notary Public

Jessica Palacios
Typed/Printed Name of Notary Public

Notary Public in and for the State of Texas

My Commission Expires: 6/29/2021